

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.gov.



AMENDED AGENDA
Amended 5/16/25 to remove Item C-1

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

Meeting Location: Council Chambers, 305 West Third Street

May 20, 2025

Closed Session - 5:00 PM

Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 895 5230 9753
3. Passcode: 064035

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.GOV.

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

*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.
 - b. Submit an email to 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.

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)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- 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.

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

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) - **REMOVED FROM THE AGENDA**

Name of case: Julian Lopez v. City of Oxnard

Workers' Compensation Case No.: ADJ10272261; ADJ9305425; ADJ8281345 (OXN) Legislative Body: City Council

2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager and Steve Naveau, Director of Human Resources
Employee organizations: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Mid-Managers Association (OMMA); International Association of Firefighters, AFL-CIO (IAFF), Local 1684
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Certificate of Congratulations to Vernon "VJ" Nickleberry on the Occasion of his 100th Birthday.
2. SUBJECT: Presentation of a Proclamation Designating May 2025 as "Arthritis Awareness Month."

3. SUBJECT: Presentation of a Proclamation Designating May 26, 2025 as "Memorial Day."

F. 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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

I. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the regular meeting minutes of April 29, May 6, 2025.

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

2. Cultural & Community Services Department

SUBJECT: Oxnard After School Education Safety Agreement.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a one-year agreement (A-8586) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,470,000 to operate the After-School Education and Safety Program with a City match of \$130,000 of in-kind services.

(As of the posting of this agenda, there was not yet an outcome from the Community Services, Public Safety, and Housing & Development Committee.)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

3. Cultural & Community Services Department

SUBJECT: Hueneme After School Education Safety Agreement.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Partnership Agreement (A-8589) and Memorandum of Understanding (A-8590) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$7,408,328 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 25-26, FY 26-27 and FY 27-28.

(As of the posting of this agenda, there was not yet an outcome from the Community Services, Public Safety, and Housing & Development Committee.)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

4. Cultural & Community Services Department

SUBJECT: Adoption of Ordinance No. 3059 Library Board City Code Updates.

RECOMMENDATION: That the City Council adopt an Ordinance No. 3059 titled:

"AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO FIVE MEMBERS."

(The Community Services, Public Safety, Housing and Development committee approved 3-0 on April 8, 2025. The City Council approved the first reading of the ordinance by a vote of 7-0 on April 29, 2025.)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

5. Finance Department

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

RECOMMENDATION: That 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.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee.)

Legislative Body: City Council

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

6. Finance Department

SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements, and Fund Balances.

RECOMMENDATION: That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of March 2025.

(This item did not originate in Committee.)

Legislative Body: City Council

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

7. Fire Department

SUBJECT: Resolution Commending Fire Marshal Stephen McNaughten For Twenty-Three Years of Service to the City of Oxnard Fire Department.

RECOMMENDATION: That the City Council adopt a resolution commending Fire Marshal Stephen McNaughten for twenty-three years of service to the City of Oxnard Fire Department.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

8. Housing Department

SUBJECT: Adoption of Ordinance No. 3058 Just Cause Evictions and Tenant Protections (Just Cause) Code Amendments.

RECOMMENDATION: That the City Council adopt Ordinance 3058 titled:

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING SECTIONS 27-3, 27-4
AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE PERTAINING TO
JUST CAUSE EVICTIONS AND TENANT PROTECTIONS

(The Community Services, Public Safety, Housing & Development Committee approved the amended recommendation, 3-0 on March 25, 2025.)

Legislative Body: City Council

Contact: Brenda Lopez, (805) 385-8092

9. Human Resources Department

SUBJECT: Adoption of Ordinance No. 3060 Amendment to CalPERS Contract.

RECOMMENDATION: That the City Council adopt Ordinance No. 3060 titled: Ordinance of the City Council of the City of Oxnard Authorizing an Amendment to the Contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Oxnard.

(The City Council approved the first reading of the ordinance by a vote of 7-0 on April 29, 2025.)

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

10. Public Works Department

SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2025-26.

RECOMMENDATION: That the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2025-26 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues;
and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

(Public Works and Transportation Committee approved 3-0 on April 22, 2025)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

11. Public Works Department

SUBJECT: Resolution to Approve the Sewer System Management Plan Update.

RECOMMENDATION: That the City Council adopt a resolution to approve a Sewer System Management Plan Update for the Public Works Wastewater Division.

(This item did not originate in Committee as the prior plan was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

12. Public Works Department

SUBJECT: Agreement 32500508 with Southern California Edison for the Relocation and Addition of Electrical Infrastructure at the Water Resource Recovery Facility.

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute an agreement with Southern California Edison in the amount of \$711,443.62 for the relocation and addition of electrical infrastructure at the Oxnard Water Resource Recovery Facility as it relates to the Wastewater Reliability Project C2201.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement program budget, which was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

13. Public Works Department

SUBJECT: Closing Resolution for Wastewater Reliability Project C2201.

RECOMMENDATION: That the City Council adopt a "closing" Resolution for the State of California to execute the State Revolving Fund Loan Agreement with the City and issue the funds for the City's wastewater projects that have been approved by the State Water Resources Control Board.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement program budget, which was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

L. PUBLIC HEARINGS

1. Public Works Department

SUBJECT: Mid-Cycle Update to the Five-Year Capital Improvement Program for Fiscal Years 2025-2029. (20 minutes)

RECOMMENDATION: That the City Council:

1. Hold a public hearing to approve and adopt updates to the 2025-2029 City of Oxnard Five-

Year Capital Improvement Program;

2. Approve project budget appropriations of \$2,310,599 in Fiscal Year 2024-25 consisting of \$250,000 from the Circulation System Improvement Fee Fund (Fund 350, Subfund 8040) available fund balance for the Five Points Intersection Improvements Project C2208, \$1,050,000 from the Facilities Maintenance Internal Fees Fund (Fund 735) available fund balance for the Elevator Modernization Project C2602, \$7,415 from the Tax Allocation Bond (TAB) Fund (Southwinds Project Area, Fund 315) available fund balance for the Southwinds Bench and Trash Enclosures (C2330) and \$1,003,184 from the Tax Allocation Bond (TAB) Fund (Ormond Project Area, Fund 315) available fund balance for the Arterial Street Resurfacing Project C2205, as well as the corresponding Capital Outlay Fund (Fund 301) appropriation increase in the same amounts as noted in the financial impact section;
3. Approve a project budget appropriation transfer of \$201,375 from existing Cultural and Community Services General Fund (Fund 101) operating budget to the Elevator Modernization Project C2602, as well as the corresponding Capital Outlay Fund (Fund 301) appropriation in the same amount as noted in the financial impact section;
4. Authorize the Public Works Director, or designee, to submit a budget modification request for an additional \$4,488,171.50 in grant funds from the California Governor's Office of Emergency Services (Cal OES) and, if awarded, approve necessary budget appropriations for use in the Central Trunk Sewer Pipe Replacement Project (C2029);
5. Approve an interfund transfer reimbursement of \$341,960.14 from TAB Fund (Ormond Project Area Fund 315) to Road Maintenance and Rehabilitation Account (RMRA) Fund (Fund 185) for Fiscal Year 2023-24 street repairs related to the Hueneme Road Resurfacing Project C2205 and any necessary budget appropriations for the transfer;
6. Approve project budget unappropriations from various funds and subfunds as noted in the financial impact section; and
7. Approve the updates to the Fiscal Year 2025-26 Capital Improvement Program (CIP).

(Public Works and Transportation Committee approved 3-0 on April 22, 2025 to forward to Council for further discussion. See additional info below.)

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

M. REPORTS

1. Public Works Department

SUBJECT: Third Amendment to Agreement A-8368 with Toter, LLC for the Purchase of Residential Curbside Collection Carts and Parts. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. A-8368 with Toter, LLC in the amount of \$650,000 for a new total not to exceed \$2,735,000 and extend the term date to May 28, 2026, for the replenishment of curbside carts and parts.

(This item did not originate in Committee as this is an extension of an agreement previously approved by City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/y07V06Bjd08>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Public Project Agreement 32500499 with Blois Construction, LLC for Ventura Road And Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$5,937,896 in Project funds for the Ventura Road And Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119;
2. The Mayor to Execute an Agreement with Blois Construction, LLC in the amount of \$4,750,316 for the Project and a Project contingency amount of \$712,548 (~15%) for a total not to exceed value of \$5,462,864 for the Project;
3. A Project allocation amount of \$475,032 (~10%) for engineering, inspection, survey and project management for the Project; and
4. A budget appropriation of \$170,896 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount for this Project (C2309).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/emmDBM5h8wE>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Police Department

SUBJECT: Police Department 2024 Annual Military Equipment Use Report. (15 minutes)

RECOMMENDATION: That the City Council:

1. Receive the Police Department's annual report concerning its inventory and use of military equipment, in accordance with Government Code sections 7070-7075.
2. Approve the renewal of City of Oxnard Ordinance 3014, which is codified in Oxnard City Code Section 2-212 as the City's "Military Equipment Policy" as required by Government Code section 7071 (e)(1).
3. Approve the continuing authorization for the funding, acquisition, and use of military equipment by the Oxnard Police Department's military equipment inventory as required by Government Code section 7071 (e)(2).
4. Approve the acquisition and use of the following military equipment items:
 - a. Five (5) 40mm projectile launchers
 - b. Twenty-four (24) .223 caliber rifles

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(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/QcElqaAVw2M>

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

N. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: May 20, 2025
TO: City Council
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the regular meeting minutes of April 29, May 6, 2025.

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.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. City Council meeting of April 29 2025
2. City Council meeting of May 6 2025

MINUTES
OXNARD CITY COUNCIL
April 29, 2025

A. ROLL CALL, POSTING OF AGENDA

At 5:02 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Luis A. Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. The City Clerk called the roll and announced that the agenda was posted on Thursday, April 17, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the City of Oxnard website.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received.

At 5:03 p.m., the City Council recessed into a closed session.

C. CLOSED SESSION (5:00 PM)

1. THREAT TO PUBLIC SERVICES OR FACILITIES (Government Code section 54957(a))

Consultation with: Rob Ruben, Chief Information Officer.

Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

At 6:31 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council concurrently with the Oxnard Housing Authority in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. The City Clerk called the roll and announced that the agenda was posted on Thursday, April 17, 2025 at the Library, City Hall kiosk, City Administrative offices and on the City of Oxnard website.

Stephen Fischer, City Attorney, announced that no reportable actions resulted from the closed session.

The meeting opened with the pledge of allegiance to the flag of the United States led by Lali Magdaleno, a student at Condor High School, followed by a moment of silence for the people who lost their lives in the tragic incident at a Filipino heritage festival on April 27, 2025.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen Fischer, City Attorney; Brenda Lopez, Interim Housing Director; Samantha Shapiro, Project Manager; Jeff Pengilley, Community Development Director; Ken Rozell, Chief Assistant City Attorney; Elle McCarron, Assistant City Attorney; Megan Ferguson, Human Resources Analyst; Steve Naveau, Human Resources Director; Tim Beaman, Assistant Public Works Director; Michael Wolfe, Public Works Director; Andrew Gonzales, Deputy City Attorney and Lourdes A. López, City Clerk.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation by the California Parks and Recreation Society recognizing Senior Services Commissioner Alice Sweetland for the Champion of the Community Award.

Mel Johnson from the State Board of the California Park and Recreation Society presented the Champion of the Community Award to Commissioner Alice Sweetland. Alice joined the Council on the dais to accept the award and spoke briefly.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Larry Stein, Jocelynn Galindo, Douglas Partello, Greg Runyon, Deirdre Frank, and callers 1730 and 7310.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager commented about various items, including: Town Hall Meeting on April 30, 2025; weed superbloom; Walk & Roll to School Day on May 7, 2025; and the 50th anniversary of the Vietnam war.

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The members of the Council provided brief announcements regarding their various activities.

1. City Clerk Department

SUBJECT: Appointment of Voting Delegate to the Southern California Association of Governments General Assembly. (5 minutes)

RECOMMENDATION: That the City Council appoint Mayor Luis A. Mc Arthur as the City's voting delegate to attend the Southern California Association of Governments (SCAGs) 60th Annual Regional Conference and General Assembly Business Meeting scheduled for May 1 and 2, 2025 in Palm Desert, California.

(This item did not originate in Committee.)

No public comment was received.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Teran, to approve the recommended action as presented. VOTE: Basua, Perello, Perez, Rodriguez, Starr, Teran, and Mc Arthur voted in favor; motion passed 7-0.

2. City Clerk Department

SUBJECT: Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs) (5 minutes)

RECOMMENDATION: That the Mayor, with approval of the City Council, make the following appointments:

1. To Measure O Citizen Oversight Committee: Dan Pinedo (D5) and Anna Marie Cabrera (D6).

(This item did not originate in Committee.)

Public comment was received from Greg Runyon.

It was moved by Councilmember Perello, seconded by Mayor Mc Arthur, to appoint Dan Pinedo to the Measure O Citizen Oversight Committee. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua, and Mc Arthur voted in favor; motion passed 7-0.

It was moved by Councilmember Perez, seconded by Councilmember Basua, to appoint Anna Marie Cabrera to the Measure O Citizen Oversight Committee. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Mc Arthur, and Perello voted in favor; motion passed 7-0.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. K-3, K-10, and K-11 were reviewed and discussed among the council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from Doug Partello and Larry Stein on item K-10.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the regular meeting minutes of April 15, 2025.

3. City Manager Department

SUBJECT: Approval of Fiscal Year (FY) 25-26 Special Event Support Program Events and Budget.

RECOMMENDATION: That the City Council approve the list of recommended events for the FY 25-26 Special Event Support Program and allocate \$112,000 in the

FY 25-26 budget to support the program.

(This item did not originate in Committee.)

4. Public Works Department

SUBJECT: Purchase Order with Gibbs International Inc. for a 2026 HV607 SBA (10-ton Dump Truck) for Streets Maintenance.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to approve a purchase order with Gibbs International Inc. for a not-to-exceed value up to \$300,000.00 for the purchase of a 2026 HV607 SBA International Truck (10-ton Dump Truck) for Streets Maintenance.

(This item did not originate in Committee because it is a continuation of a specific item included in the City Council Adopted FY 2024-25 Budget for Public Works.)

5. Public Works Department

SUBJECT: Multiple Agreements for On-Call Professional Environmental Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional environmental services:

1. Agreement 32500440 Rincon Consultants, Inc. for a total amount not to exceed \$500,000;
2. Agreement 32500441 Dudek for a total amount not to exceed \$500,000; and
3. Agreement 32500442 UltraSystems Environmental Incorporated for a total amount not to exceed \$500,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

6. Public Works Department

SUBJECT: Multiple Agreements for On-Call Professional Engineering Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional engineering services:

1. Agreement 32500432 CSG Consultants, Inc. for a total amount not to exceed \$750,000;
2. Agreement 32500438 Encompass Consultant Group, Inc. for a total amount not to exceed \$750,000; and
3. Agreement 32500439 Psomas for a total not-to-exceed amount of \$750,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

7. Public Works Department

SUBJECT: Multiple Agreements for On-Call Professional Surveying Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional surveying services:

1. Agreement 32500443 Dudek for a total amount not to exceed \$500,000;
2. Agreement 32500444 MNS Engineers, Inc. for a total amount not to exceed \$500,000; and
3. Agreement 32500445 Omni Design, Inc. for a total amount not to exceed \$500,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

8. Public Works Department

SUBJECT: Public Project Agreement 32500478 with Solar Roofing and Energy Storage for Roof Replacement and Interior Abatement at La Colonia Youth Boxing Gym, Specification No. PW 24-94.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$332,540 in Project funds for the Roof Replacement and Interior Abatement at La Colonia Youth Boxing Gym, 520 E. 1st Street, Specification No. PW 24-94;
2. The Mayor to execute an Agreement with Solar Roofing and Energy Storage in the amount of \$255,800 for the Project and approve a Project contingency amount of \$51,160 (20%) with Solar Roofing and Energy Storage for a total not to exceed value of \$306,960 for the Project; and
3. A Project allocation amount of \$25,580 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

9. Public Works Department

SUBJECT: Easement Deed (Agreement No. A-8582) and Right of Way Contract (Agreement No. 32500496) Located at 804 Cooper Road, Oxnard (APN: 201-0-132-010).

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an Easement Deed (Agreement No. A-8582) for APN 201-0-132-010;
2. The Mayor to execute a Right of Way Contract (Agreement No. 32500496) with Oxnard School District to purchase a permanent roadway easement

located at 804 Cooper Road, Oxnard, (“Property”), in the amount of \$1,271; and

3. The City Manager to take any additional necessary actions to facilitate the acquisition of the property consistent with the terms of the transaction approved by the City Council.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15061(b)(3).)

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

10. Community Development Department

SUBJECT: Project Name: Teal Club Specific Plan; Planning and Zoning Permit Nos.: 15-560-01 (Pre-Zoning), 24-670-02 (Development Agreement), and 15-630-01 (Specific Plan); Property generally bounded by Doris Avenue, Patterson Road, Teal Club Road, and Ventura Road; (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015).

RECOMMENDATION: That the City Council:

1. Adopt Ordinance No. 3054 titled “An Ordinance of the City Council of the City of Oxnard Approving Planning And Zoning Permit No. 15-560-01 Pre-Zoning Parcels Generally Located South of Teal Club Road, North and West of Little Farms Road, and Bisected By Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) To Light Manufacturing (M-1). Filed By Dennis Hardgrave, On Behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”; and
2. Adopt Ordinance No. 3055 titled “An Ordinance Approving Development Agreement No. A-8565 (Planning And Zoning Permit No. 24-670-02) Generally Located North of Teal Club Road, East of Patterson Road, South of Doris Avenue, and West of Ventura Road, (APNs 183-0-070-060, -070, -140, -240). Filed By Dennis Hardgrave, On Behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”; and
3. Adopt Ordinance No. 3056 titled “An Ordinance Approving Planning And Zoning Permit No. 15-640-01 (Specific Plan), And Certifying Final Environmental Impact Report No. 2015-01 For The Teal Club Specific Plan, Generally Located North of Teal Club Road, East of Patterson Road, South of Doris Avenue, And West of Ventura Road, (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240). Filed By Dennis Hardgrave, On Behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”

(This item did not originate in Committee.)

11. Human Resources Department

SUBJECT: Increase in Salary Ranges for the Plant Operations Series.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,857** to increase the salary ranges for the classifications within the Plant Operations series.
(This item did not originate in Committee)

12. Finance Department

SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances.

RECOMMENDATION: That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of February 2025.

(This item did not originate in Committee)

Consent Items K-1, K-4, K-5, K-6, K-7, K-8, K-9, K-12

It was moved by Councilmember Perello, seconded by Councilmember Perez, to approve the Information/Consent items as presented. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Perello, and Mc Arthur voted in favor; motion passed 7-0.

Consent Items K-3

It was moved by Councilmember Perello, seconded by Councilmember Rodriguez, to approve the Information/Consent items as presented. VOTE: Teran, Starr, Rodriguez, Perez, Perello, Mc Arthur, Basua voted in favor; motion passed 7-0.

Consent Item K-10

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Starr, to approve the Information/Consent items as presented. VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez, Teran voted in favor; motion passed 6-1. Councilmember Starr voted no.

Consent Item K-11

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Basua, Perello, Perez, Rodriguez, Starr, Teran, and Mc Arthur voted in favor; motion passed 7-0.

Housing Authority

At 8:58 p.m., the joint meeting with the Housing Authority concluded.

At 9:47 p.m., the Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to continue the meeting past 10 p.m. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Perello, and Mc Arthur voted in favor; motion passed 7-0.

L. PUBLIC HEARINGS

M. REPORTS

1. City Manager Department

SUBJECT: Resolution Opposing a Third Extension to Continue the Operation of Ormond Beach Power Station Beyond December 31, 2026. (15 minutes)

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,858** opposing a third extension to continue the operation of the Ormond Beach Power Station, beyond the December 31, 2026, closure date; and
2. Submit the Resolution to all state agencies involved in the fate of the power plant's decision-making process, to our state representatives, and to the Governor's Office.

(This item did not originate in Committee)

Alexander Nguyen, City Manager presented and answered questions.

Public comments were received from Aurora Rugerio, Yoselyn Gomez, Kyle Emmanuel De La Torre, Anthony Saucedo, Barbara Macri-Ortiz, Doug Partello, Odette Moran, and Greg Runyon. Discussion ensued among the Council and staff.

It was moved by Mayor Mc Arthur, seconded by Councilmember Rodriguez, to approve the recommended action as presented. VOTE: Rodriguez, Teran, Basua, Perello, Perez, and Mc Arthur voted in favor; motion passed 6-0-1. Councilmember Starr abstained.

2. Housing Department

SUBJECT: Tenant Anti-Harassment Ordinance. (20 minutes)

RECOMMENDATION: That the City Council:

1. Review and approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3057** titled:
 “ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS”; and
2. Authorize two full-time equivalent (FTE) positions, and the associated budget, as part of the Fiscal Year 2025-2026 Budget for implementation of the proposed ordinance.

(The Community Services, Public Safety, Housing & Development Committee

approved 3-0 on March 25, 2025.)

Brenda Lopez, Interim Housing Director, and Elsa Brown, Program Manager presented and answered questions.

Public comments were received from Apartment Association of Greater Los Angeles, Maria Navarro, Karl Godinez Lopez, Samuel Salazar, Eva Rosete, Itandehui Morales, Barbara Macri-Ortiz, Arturo Villanueva, and Marlon Moss. Discussion ensued among the Council and staff.

It was moved by Councilmember Rodriguez, seconded by Mayor Pro Tem Teran, to approve the recommended action as presented. VOTE: Teran, Basua, Perello, Rodriguez, and Mc Arthur voted in favor; motion passed 6-1. Councilmember Starr voted no.

3. Housing Department

SUBJECT: Just Cause Evictions and Tenant Protections (Just Cause) Code Amendments and Resolution Establishing Administrative Regulations to Implement the Rent Stabilization and Just Cause Ordinances. (20 minutes)

RECOMMENDATION: That the City Council:

1. Review and approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3058** titled: "ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3, 27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION"; and
2. Review and approve the proposed **Resolution No. 15,859** establishing administrative regulations to implement the provisions of the Just Cause Evictions and Tenant Protections Ordinance and Rent Stabilization Ordinance.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.)

Ashley Golden, Assistant City Manager Alba Marshall, Rent Stabilization Analyst; and Andrew Gonzalez, Deputy City Attorney presented and answered questions.

Public comments were received from Apartment Association of Greater Los Angeles, and Barbara Macri-Ortiz. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Rodriguez, to approve the recommended action as presented. VOTE: Teran, Basua, Perello, Perez, Rodriguez, and Mc Arthur voted in favor; motion passed 6-1. Councilmember Starr voted no.

4. Cultural & Community Services Department

SUBJECT: Library Board City Code Updates. (10 minutes)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3059** titled:

"AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO FIVE MEMBERS."

(The Community Services, Public Safety, Housing and Development committee approved 3-0 on April 8, 2025.)

Katie Casey, Deputy City Manager presented and answered questions.

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

It was moved by Councilmember Rodriguez, seconded by Mayor Pro Tem Teran, to approve the recommended action as presented. VOTE: Basua, Perello, Perez, Rodriguez, Starr, Teran, and Mc Arthur voted in favor; motion passed 7-0.

5. Public Works Department

SUBJECT: Agreement 32500464 with Carollo Engineers, Inc. for Professional Engineering Services for the Digester Improvements Project. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an Agreement with Carollo Engineers, Inc. for a total not to exceed value of \$2,100,000 for Professional Engineering Services for the Digestion/Cogeneration Improvement Project PW 25-70; and
2. A budget appropriation of \$1,504,000 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount for this Project (C2408).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Tim Beaman, Assistant Public Works Director and Michael Wolfe, Public Works Director were available to answer questions. No public comments were received. Discussion ensued among the council and staff.

It was moved by Councilmember Starr, seconded by Councilmember Perello, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua, and Mc Arthur voted in favor; motion passed 7-0.

6. Public Works Department

SUBJECT: Reimbursement of Service Charges to Special Districts. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the City Manager to approve:

1. Transfers in the total amount of \$49,531.62 from the General Fund (101) available fund balance to seven Landscape Maintenance Districts (Fund 120), with the corresponding budget appropriation adjustments for reimbursement of service charges, including interest; and
2. Transfers in amounts detailed in Table 2 of the Financial Impact section from six Landscape Maintenance Districts (Fund 120) available fund balances to six other Landscape Maintenance Districts (Fund 120), and subsequent transfers to and from the General Fund (101) for changes in General Benefit contributions with the corresponding budget appropriation adjustments for reimbursement of service charges, including interest.

(This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on March 19, 2024.)

Anthony Miller, Special Districts Project Manager and Michael Wolfe, Public Works Director were available to answer questions. Public comments were received from Doug Partello and Alicia Percell. Discussion ensued among the council and staff.

It was moved by Councilmember Basua, seconded by Mayor Pro Tem Teran, to approve the recommended action. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; motion passed 7-0.

7. Human Resources Department

SUBJECT: Amendment to CalPERS Contract. (10 minutes)

RECOMMENDATION: That City Council:

1. Adopt **Resolution No. 15,860** of intention to approve an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Oxnard to provide a different level of benefits without improved industrial disability allowance for new local police members.
2. Approve the first reading by title only and waive further reading of an uncoded **Ordinance No. 3060** titled: "Ordinance of the City Council of the City of Oxnard authorizing an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Oxnard."

(This item did not originate in Committee.)

Steve Naveau, Human Resources Director was available to answer questions. Public comment was received from Doug Partello. Discussion ensued among the council and staff.

It was moved by Councilmember Starr, seconded by Councilmember Rodriguez, to

approve the recommended action. VOTE: Rodriguez, Starr, Teran, Basua, Perello, Perez and Mc Arthur voted in favor; motion passed 7-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 12:22 p.m. on April 20, 2025.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

AGENDA
OXNARD CITY COUNCIL
May 6, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:34 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Luis A. Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr and Gabriel Teran were present. The City Clerk stated that the agenda was posted on Thursday, April 24, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Councilwoman Gabriela Basua was not feeling well and therefore, participated remotely.

ONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received.

At 4:36 p.m., the City Council recessed to a closed session.

Stephen Fischer, City Attorney announced that no reportable actions resulted from the closed session.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section
54956.9(d)(1))
Name of case: *Crystal Walker v. City of Oxnard*
Ventura Superior Court Case No. 2023CUOE17130
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section
54956.9(d)(1))
Name of case: *Kenneth York v. City of Oxnard*
Workers' Compensation Case No. ADJ13504345
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:15 PM)

1. Housing Department
SUBJECT: Downtown Oxnard Improvement Association Annual Report. (15 minutes)

RECOMMENDATION: That the City Council receive and file the Fiscal Year 2023-24 Annual Report on the Oxnard Downtown Management District.

(This item did not originate in Committee)

Albert Ramirez, Assistant Housing Director introduced Abel Magana, Executive Director for the Oxnard Downtown Improvement Association, who gave his report. Chair Angela Whitecomb commented on the successful renewal and expansion of the District. Public comment was received from Mark Spellman. Discussion ensued among the Council and Mr. Magana. No action was required.

2. Cultural & Community Services Department

SUBJECT: Senior Services Commission Annual Report.

RECOMMENDATION: That City Council receives the Senior Services Commission annual report.

Alice Sweetland, Chair of the Senior Services Commission gave a report. Public comment was received from Deirdre Frank. Discussion ensued among the Council and Commissioners. No action was required.

E. OPENING CEREMONIES (6:00 PM)

At 6:51 p.m. Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Luis A. Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr; and Gabriel Teran were present.

Councilwoman Gabriela Basua was not feeling well and therefore, participated remotely.

The meeting opened with the pledge of allegiance to the flag of the United States led by Madison Palacios-Vera, a student at Rio Mesa High School, followed by a moment of silence in honor of Herbert David Nowlin, Jr. who passed away on April 2, 2025.

Additional staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Javier Chagoyen-Lázaro, Chief Financial Officer; Jennifer Hiraoka, Senior Manager Internal Controls; Kenneth Rozell, Chief Assistant City Attorney; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Brian Yanez, Assistant Public Works Director; Tim Beaman, Assistant Public Works Director; Brandon Lopez, Parks Manager; Brenda Lopez, Interim Housing Director; Albert Ramirez, Assistant Housing Director; Jeff Pengilley, Community Development Director; Joe Pearson, III, Planning Manager; Daniel Houck, Associate Planner, and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of May 2025 as "Older Americans Month."

Councilwoman Perez read the proclamation and presented it to Chair Alice Sweetland and the Senior Services Commissioners. Ms. Sweetland and the Commissioners thanked the City Council for the recognition.

2. SUBJECT: Presentation of a Proclamation Designating May 2025 as "Asian American and Pacific Islander Heritage Month."

Mayor Mc Arthur read the proclamation and presented it to Jen Benitez, with PINAYSPHERE. Ms. Benitez thanked the City Council for the recognition.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Maria Elena Saldana (Save the Arts) and Larry Stein (length of Council meetings).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager commented on various items, including: South Oxnard Center Block Party on May 17; Public Works open house on May 21st at Plaza Park; and Jeff Pengilley, Community Development Director stated that May 2025 is Building & Safety month which highlights the importance of safe and sustainable buildings in our community.

I. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The members of the Council provided brief announcements regarding their various activities.

Councilmember Perello requested that Channel Islands Neighborhood Council (Water Quality) make a presentation to the City Council.

Councilwoman Perez requested that we schedule Oxnard College President to provide updates on the work that they are doing in September or October.

1. City Clerk Department

SUBJECT: Appointment of Members to Serve on the City's Citizen Advisory Groups (CAGs) (5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Jose Cano to the Cultural Arts Commission representing District 4.

No public comment was received. Discussion ensued among the Council.

It was moved by Mayor Mc Arthur, seconded by Mayor Pro Tem Teran, to approve the appointment of Jose Cano to the Cultural Arts Commission. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; the motion

carried 7-0.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. L-1 and L-4 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from Larry Stein (credit card merchant fee).

L. INFORMATION/CONSENT AGENDA

1. City Manager Department

SUBJECT: Update on Status and Accomplishments of Current Measure O Projects.

RECOMMENDATION: That the City Council receive and file this report.

(The Measure O Citizen Oversight Committee heard this update at its April 24, 2025 meeting).

2. Finance Department

SUBJECT: Monthly Investment Report for the period ending March 31, 2025.

RECOMMENDATION: This is an information item for the City Council to receive and file.

(This item did not originate in Committee)

3. Finance Department

SUBJECT: Establishing a Section 115 Trusts for OPEB and Pension Liabilities.

RECOMMENDATION: That the City Council:

1. Adopt Resolution No. 15,861 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.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

4. Finance Department

SUBJECT: Third Amendment with Paymentus for Credit Card Merchant Services.

RECOMMENDATION: 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.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

5. Finance Department

SUBJECT: Agreement with Tyler Technologies, Inc. for Credit Card Merchant Services.

RECOMMENDATION: 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.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

6. Public Works Department

SUBJECT: Agreement 32500458 with Carollo Engineers, Inc. for a Biosolids Master Plan.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineers, Inc. for an initial term of one year from May 6, 2025, to May 5, 2026, with the option for a one-year period extension ending May 5, 2027, for a total contract amount not to exceed \$423,422 for the development of a Biosolids Master Plan for the Wastewater Division.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

Consent Items L-1

Item L-1 is a receive and file, no action is required.

Consent Items L-4

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Teran, to approve the Information/Consent item as presented. VOTE: Rodriguez, Starr, Teran, Basua, Perello, Perez and Mc Arthur voted in favor; the motion carried 7-0.

Consent Items L-2, L-3, L-5 and L-6

It was moved by Councilmember Perello, seconded by Mayor Mc Arthur, to approve the Information/Consent item as presented. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; the motion carried 7-0.

M. PUBLIC HEARINGS

1. Housing Department

SUBJECT: 2025-2029 Ventura County Regional Consolidated Plan, 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice, and the 2025-2026 Annual Action Plan. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments regarding the 2025-2029 Ventura County Regional Consolidated Plan, the 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice, and the 2025-2026 Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development, Office of Community Planning and Development;
2. Approve the 2025-2029 Ventura County Regional Consolidated Plan and the 2025-2029 Ventura County Regional Analysis of Impediments to Fair Housing Choice;
3. Authorize the City Manager, or his designees, to incorporate any recommended changes resulting from public input to the Ventura County Regional Consolidated Plan, the Ventura County Regional Analysis of Impediments to Fair Housing Choice, and 2025-2026 Annual Action Plan;
4. Approve the 2025-2026 Annual Action Plan and incorporate the final HUD allocations into the Plan and authorize the budget appropriations to fund the administration and activities in the Plan;
5. Authorize the City Manager, or his designees, to make any budgetary adjustments within ten percent, or \$200,000, whichever is greater – per the Citizen Participation Plan of the proposed budget in the 2025-2026 Annual Action Plan that is approved by City Council; and
6. Authorize the City Manager, or his designees, to execute HUD agreements and sign all agreements for the implementation of the Ventura County Regional Consolidated Plan, Ventura County Regional Analysis of Impediments to Fair Housing Choice, and Annual Action Plan including subrecipient, interdepartmental, and intradepartmental agreements.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on April 8, 2025.)

Councilmembers reported on the ex parte communications received on this item.

The City Clerk announced the affidavit of publication published in Vida Newspaper on April 3, 2025 and stated there were no written communications received on this item.

Brenda Lopez, Interim Housing Director and Albert Ramirez, Assistant Housing Director were available to answer questions. Discussion ensued among the Council and staff.

Mayor Mc Arthur opened the public testimony portion of the public hearing.

Public comment was received from Larry Stein.

Without objection, the Council approved closing the public testimony portion of the public hearing.

Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Rodriguez, Starr, Teran, Basua, Perello, Perez and Mc Arthur voted in favor; motion carried 7-0.

2. Community Development Department

SUBJECT: Appeal of the Planning Commission's decision to uphold the Director's decision to approve The Pointe Apartments project at 2801 N. Oxnard Blvd. (50 minutes).

RECOMMENDATION: That the City Council:

1. Find the Project to be consistent with Final Environmental Impact Report (FEIR No. 00-03) and subsequent addendums prepared for the RiverPark Specific Plan and therefore exempt from further environmental review pursuant to Sections 15162 through 15164 and 15183 of the CEQA Guidelines; and
2. Adopt a resolution denying the Appeal and upholding the Planning Commission's decision to uphold the Community Development Director's approval of Planning and Zoning Permit No. 23-200-01 (Development Design Review Permit), subject to certain findings and conditions.

Councilmembers reported on the ex parte communications received on this item.

The City Clerk announced the affidavit of publication published in Vida Newspaper on April 24, 2025 and stated there were 4 written communications received on this item that have been previously provided to the City Council.

Joseph Gonzalez, Attorney representing the Appellant (SAFER) stated his objection to the Environmental Impact Report, endanger wildlife, density of the project and noise pollution.

Tony Locacciato, Environmental Planning Consultant for the project commented on the environmental impact report.

Ann Walsh of Shea Properties stated that weed abatement is done twice a year.

Kenneth Rozell, Chief Assistant City Attorney; Jeff Pengilley, Community Development Director; Joe Pearson II, Planning Manager; and Daniel Houch, Associate Planner were available to answer questions. Discussion ensued among the Council and staff.

Mayor Mc Arthur opened the public testimony portion of the public hearing.

Public comment was received from Greg Runyon.

Without objection, the Council approved closing the public testimony portion of the public hearing.

Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Mayor Mc Arthur, to approve the recommended action as presented. VOTE: Starr, Teran, Basua, Perello, Perez, Rodriguez and Mc Arthur voted in favor; motion carried 7-0.

At 9:27 p.m., the City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to continue the meeting past 10:00 p.m. VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez, Starr and Teran voted in favor; motion passed 7-0.

N. REPORTS

1. Finance Department

SUBJECT: 2024 Single Audit Report. (40 minutes)

RECOMMENDATION: That City Council receive the 2024 Single Audit Report from the audit firm Eadie + Payne and summary presentation from the City's external financial auditors, Eadie + Payne, LLP.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

Brandon Ferrell of Eadie + Payne, LLP gave an overview of the single audit report. Public comment was received from Larry Stein. Discussion ensued among the Council and staff. No formal action was required.

2. Finance Department

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

RECOMMENDATION: That the City Council receive an update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.

(The Finance and Governance Committee approved 3-0 on April 22, 2025)

No public comment was received. Javier Chagoyen-Lázaro, Chief Financial Officer and Jennifer Hiraoka, Senior Manager Internal Controls were available to answer questions. Discussion ensued among the Council and staff. No formal action was required.

3. Public Works Department

SUBJECT: Three General Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide Street and Median Landscapes. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year extensions ending June 30, 2030, for landscape maintenance services in Citywide Street and Median Landscapes:

1. Agreement 32500412 for a total amount not to exceed \$3,819,000;
2. Agreement 32500413 for a total amount not to exceed \$4,294,000; and
3. Agreement 32500414 for a total amount not to exceed \$3,527,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

No public comment was received. Michael Wolfe, Public Works Director and Steve Howlett, Assistant Public Works Director were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Mayor Mc Arthur, to approve the recommended action. VOTE: Teran, Basua, Perello, Perez, Rodriguez, Starr and Mc Arthur voted in favor; motion carried 7-0.

4. Public Works Department

SUBJECT: Four Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide General Fund Parks. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year period extensions ending June 30, 2030, for landscape maintenance services in City General Fund Parks:

Agreement 32500408 for a total amount not to exceed \$913,000;
 Agreement 32500409 for a total amount not to exceed \$822,000;
 Agreement 32500410 for a total amount not to exceed \$1,827,000; and
 Agreement 32500411 for a total amount not to exceed \$1,008,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

No public comment was received. Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director and Brandon Lopez, Parks Manager were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez, Starr, Teran and Mc Arthur voted in favor; motion carried 7-0.

5. Public Works Department

SUBJECT: Fiscal Year 2025-26 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)

RECOMMENDATION: That the City Council:

1. Adopt Resolution No. 15,863 for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2025-26 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly \$25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2025-26; and
2. Authorize staff to fund Project Assist in Fiscal Year 2025-26 by utilizing \$270,000 that has been paid to the City for current and prior year late penalties from City utility customers.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

No public comment was received. Michael Wolfe, Public Works Director and Brian Yanez, Assistant Public Works Director were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; motion carried 7-0.

6. Public Works Department

SUBJECT: Applications to the 2025 Southern California Association of Governments (SCAG) Call for Project Nominations for Surface Transportation Block Grant (STBG) program and Congestion Mitigation and Air Quality (CMAQ) Program Grant Funds. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the:

1. Submission of four grant applications for Surface Transportation Block Grant (STBG) program and Congestion Mitigation and Air Quality (CMAQ) Improvement Program in various amounts, with an 11.47% match requirement;
2. City Manager, or designee, to execute the grant agreements;
3. Finance Director, or designee, to submit financial reports, grant claims, and approve budget appropriations for the use of grant funds; and
4. Public Works Director, or designee, to submit non-financial reports.

(This item did not originate in Committee as it is for capital improvement projects specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Public comment was received from Larry Stein. Michael Wolfe, Public Works Director was available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; motion carried 7-0.

7. Public Works Department

SUBJECT: Third Amendment to Professional Services Agreement A-8491 with Tetra Tech, Inc. for Professional Engineering Services for the Kamala and Hobson Cast Iron Pipe Replacement Project. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to an Agreement with Tetra Tech, Inc. (Tetra Tech) to increase the not-to-exceed amount from \$947,000 to \$1,051,500 and extend the term through December 31, 2026, for the additional design work required for the Kamala and Hobson Cast Iron Pipe Replacement Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

No public comment was received. Michael Wolfe, Public Works Director and Tim Beaman, Assistant Public Works Director were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilwoman Rodriguez, seconded by Councilman Starr, to approve the recommended action. VOTE: Mc Arthur, Perez, Perello, Basua, Teran, Starr and Rodriguez voted in favor; motion carried 7-0.

8. Public Works Department

SUBJECT: Golf Management Agreement 32600001. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Golf Management Agreement with American Golf Corporation for a five-year term ending on June 30, 2030, with an option of a single five-year extension ending on June 30, 2035.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on December 17, 2024)

No public comment was received. Michael Wolfe, Public Works Director was available to answer questions. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Mc Arthur and Perello voted in favor; motion carried 7-0.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 11:05 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.2

DATE: May 20, 2025

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Oxnard After School Education Safety Agreement.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a one-year agreement (A-8586) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,470,000 to operate the After-School Education and Safety Program with a City match of \$130,000 of in-kind services.

(As of the posting of this agenda, there was not yet an outcome from the Community Services, Public Safety, and Housing & Development Committee.)

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the Governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. After-school and summer learning programs are locally-designed school and community solutions that provide a safe place for kids and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, after-school programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school-day attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

The Oxnard School District ("OSD") contracts with the City's Recreation Division to operate the ASES program to provide after-school programming (Hours of Operation 1:30 p.m. - 6:00 p.m.) to over 2,200 Oxnard children on twenty school campuses. The proposed contract with OSD is for one year at \$4,470,000. The OSD utilizes City of Oxnard ("City") employees as site coordinators and recreation staff to operate the entire program. The City has partnered with the OSD for more than 20 years and, for the past eleven years, the City has been the main contractor for the ASES program. In summary, the contract provides for:

- Employing 100 city employees between the ages of 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by the School District
- Over 1,000 Community Service Hours
- The OSD worked in partnership with the City to design a staffing model that works best for the ASES program.

The following two elements integrate the school's curriculum; instruction and learning support activities:

Educational and Literacy Element - This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

Educational Enrichment Element - This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation, community service-learning and other youth development activities based on the student's needs and interests.

Known as the Oxnard Scholars Program, the OSD program has been praised by local and state agencies for excellence in after-school programming. The Oxnard Scholars Program and its employees have received recognitions such as the California Expanded Learning Emerging Leadership Award from the California Department of Education, as well as the Leaders in Eating and Activity Practices (LEAP) Award from Ventura County Public Health. The City has employed multiple individuals for the Oxnard Scholars program who now serve as elementary and secondary school teachers.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The OSD total grant award not to exceed \$4,470,000 will be included in the proposed FY 2025-26 budget in the State Grant Fund (210). Primary services, including reimbursement for actual expenses, shall not exceed four million four hundred and seventy thousand dollars (\$4,470,000);

The OSD requests matching funds by providing \$130,000 of in-kind services per fiscal year. This match is met through the General Fund (101) by providing office space for ASES program, phone, copier, administrative and management staff time and will also be included in the recommended FY2025-26 budget. Student participation in various established recreation programs such as youth sports programs, educational field trips, and volunteer support also contribute to the in-kind match.

For Finance Use Only: State & Local Grants Fund (Org. 2105502), General Fund-Match (Org. 1015501)

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the May 13, 2025, Community Services, Public Safety, and Housing & Development Committee. Staff is available to answer any questions.

Prepared by: Julie Estrada, Management Analyst

ATTACHMENTS

1. ASES Agreement #25-21 between Oxnard School District and City of Oxnard (Rec Svcs)
2. Presentation for Operations Agreement for Oxnard ASES25-26

OXNARD SCHOOL DISTRICT

AGREEMENT #25-21

AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES

THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES (this “Agreement”) is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district (“District”) and the below-referenced service provider (“Service Provider”). In this Agreement, District and Service Provider are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Effective Date:	<u>July 1, 2025 - June 30, 2026</u>
Service Provider:	<u>City of Oxnard (Rec Svcs.)</u>
Address:	<u>305 West Third St., 1st Floor West Wing, Oxnard, CA 93030</u>
	<u>Authorized Representative: Terrel Harrison</u>
	<u>Representative’s Email: terrel.harrison@oxnard.org</u>
Type of Service:	<u> x </u> Lead Agency
	<u> </u> Enrichment Agency

RECITALS

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District’s after-school program, the “Lead Agency” is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District’s after school program, an “Enrichment Agency” is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities (“ELOP”) Program, After School Education and Safety (“ASES”) Program, and/or the 21st Century Community Learning Centers (“21st CCLC”) Program for academic school year 2025-2026 commencing July 1, 2025 and ending June 30, 2026 (collectively, the “Grant”). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

1. Incorporation of Recitals and Exhibits. The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the “Contract.”

2. Term of Agreement. Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2025 to and including June 30, 2026 (the “Term”). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

3. Performance of the Services; Time for Performance. Service Provider shall provide the services set forth in Service Provider’s proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the “Primary Services”). Service Provider may also agree to provide additional services, at District’s request and only with District’s prior written authorization (the “Additional Services”). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “Services.” If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

4. Compensation and Method of Payment.

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Not to Exceed: Dollars \$4,470,000.00

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars \$ N/A

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars \$ N/A per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by the 20th, Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

5. Quarterly Review and Adjustment of Scope of Work. District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

6. Termination. This Agreement may be terminated as follows.

a. **Mutual Agreement.** The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause.** Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds.** District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause.** District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to immediately suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement.** Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. **School Closures.** If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

8. Service Provider's Representations and Warranties. In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

9. Ownership of Documents; Use of Documents by District. All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

10. Service Provider's Books and Records.

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

- i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;
- ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g.*, proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);
- iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;
- iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July 15, 2026 provide copies of all Records for 2025-2026). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such Records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

11. Independent Contractor. Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.

b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. Penal Code sections 667.5 and 1192.7. If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

13. Standards of Performance. Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services described herein. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

14. Confidential Information, Generally. All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

15. Student Privacy Laws.

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data (“Confidential Student Data”) that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (“HIPAA”); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) (“FERPA”); the Protection of Pupil Rights Amendment (20 USC § 1232h) (“PPRA”); the Children’s Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) (“COPPA”); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) (“SOPIPA”); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq.*) (“ELPIPA”) (collectively, the “Student Privacy Laws”). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider’s officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District’s request; and (d) not storing District data outside of the United States.

16. Conflict of Interest; Disclosure of Interest. Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider’s performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.

a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board’s Bylaws Sections 9270 and 9270-E (available on the District’s website at <https://www.oxnardsd.org/domain/12>) and that it does not qualify as a “designated employee.”

_____ (Initials)

c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a “designated employee” and should be filing financial interest disclosures but has not been required to do so by the District.

_____ (Initials)

17. Compliance with Applicable Laws. Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

18. Undocumented Workers. Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Service Provider hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by District.

19. Non-Discrimination. Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

20. Assignment. The expertise and experience of Service Provider are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

21. Subcontracting. Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

22. Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

23. Assumption of Responsibility. In accordance with Service Provider’s obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

24. Service Provider’s Indemnification of District.

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, “Indemnifying Party”), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, “Indemnified Party”) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a “Claim” and collectively the “Claims”): (i) Indemnifying Party’s breach of any representation or warranty in the Contract; (ii) Indemnifying Party’s breach of any material provision of the Contract; (iii) Indemnifying Party’s violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party’s employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party’s provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party’s provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party’s provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party’s provision of the Services, (viii) Service Provider’s furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party’s intellectual property rights. For avoidance of doubt, Service Provider’s liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party’s indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party’s obligations under this paragraph 24 shall not be limited by Service Provider’s insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (e.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.

_____ (Initials)

25. District's Indemnification of Lead Agency.

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

26. Enrichment Agency's Indemnification of Lead Agency. To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

27. Limitation of Liability. District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

28. False Claims. Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

29. Insurance. Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

30. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1501 South A Street
Oxnard, CA 93030 Attention:
Dr. Ginger Shea Phone:
805-385-1501 ext. 2324 Email:
gshea@oxnardsd.org

To Service Provider: [NAME] City of Oxnard (Rec. Svcs.)
[STREET ADDRESS] 305 West Third St., 1st Floor West
[CITY, STATE, ZIP] Oxnard, CA 93030
Attention: [NAME] Terrel Harrison
Phone: [PHONE] 805-385-7995
Email: [EMAIL] terrel.harrison@oxnard.org

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

31. Excusable Delays. Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

32. Authority to Execute. The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

33. Administration. The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

34. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

35. Entire Agreement. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

36. Amendment. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

38. Governing Law; Jurisdiction. The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

39. Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

40. Severability. If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

“District”

Oxnard School District,
a California public school district

By: _____
Melissa Reyes, Director of Purchasing

“Service Provider”

_____,

By: _____

EXHIBIT A-0 SCOPE OF SERVICES

PART I: LEAD AGENCY

- A. Definition of Lead Agency.** The “Lead Agency” is responsible for providing daily after-school programming for the 180 schools days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.
- B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.
- 1. Enrollment.**
 - a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
 - b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
 - c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District’s current required enrollment forms are included as Attachment A.
 - 2. Five-Day Week and Enrichment Burst Program Attendance.**
 - a. For daily five-day week program, elementary students should participate every day the program operates.
 - b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
 - c. For enrichment bursts, students should participate according to the schedule for the activity.
 - d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
 - e. The Lead Agency will take daily attendance to ensure student safety and attendance.

- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

3. Assurances. The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Lead Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

4. Non-School-Day Activities.

- a. 30 non-school days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
 - ii. Spring Break: March 30 - April 9, 2026 (No Fridays)

5. Trainings.

- a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:
 - i. Mandated reporting
 - ii. Anti-harassment
 - iii. Sexual misconduct prevention
 - iv. Bullying prevention
 - v. Discrimination prevention
 - vi. Suicide awareness and reporting
 - vii. Classroom management
 - viii. Social and emotional supports
 - ix. Quality standards for expanded learning
 - x. Emergency preparedness

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:
 - i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

- c. Lead Agency shall ensure that all staff attend:
 - i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
 - ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.
 - iii. Site team meetings 1 hour every two weeks.

6. Professional Development.

- a. Lead Agency – Management Only:
 - i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):
 - i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

7. Curriculum and Activity Design.

- a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

- b. When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.

- i. Professional Development – Math staff, Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- ii. Professional Development – Literacy

Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.

Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.

- iii. Professional Development – Arts/Special Enrichment staff

Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.

Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.

- iv. Professional Development – Physical Fitness/Recreation Staff

Participate in monthly trainings as offered by the Service Provider.

Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.

PART II: ENRICHMENT AGENCY

- A. **Enrichment Agency.** Each “Enrichment Agency” will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

- B. Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. Enrollment.

- a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
- b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

2. Five-Day Week and Enrichment Burst Program Attendance.

- a. For daily five-day week program, elementary students should participate every day the program operates.
- b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
- c. For enrichment bursts, students should participate according to the schedule for the activity.
- d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
- e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
- f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
- g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
- h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
- i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

- 3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

- a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
- b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
- c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
- d. Provide payroll services for Enrichment Agency employees;
- e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
- f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
- g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
- h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
- i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
- j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

4. Non-School-Day Activities.

- a. 30 non-School Days are required by the ELOP Program.
- b. Program shall be open for a minimum of 9 hours.
- c. Transportation shall be provided if program offered off site.
- d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
- e. 2025-2026 Non-School-Day Schedules (subject to change)
 - i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
 - ii. Spring Break: March 30 - April 9, 2026 (No Fridays)

5. Trainings.

- a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:

- i. Mandated reporting
- ii. Anti-harassment
- iii. Sexual misconduct prevention
- iv. Bullying prevention
- v. Discrimination prevention
- vi. Suicide awareness and reporting
- vii. Classroom management
- viii. Social and emotional supports
- ix. Quality standards for expanded learning
- x. Emergency preparedness

All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

- b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:

- i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

- c. Enrichment Agency shall ensure that all staff attend:

- i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
- ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

- iii. Site team meetings 1 hour every two weeks.

6. Curriculum and Activity Design.

- a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.
- b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

- A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
- B. Provide a copy of insurance documents, which verify coverage for District.
- C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
- D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

- A. Report attendance and activities weekly by Wednesday of each week for the previous week.
- B. Work with District to establish and maintain partnerships with community agencies.

- C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
- D. Participate in collaboration activities with other participating organizations.
- E. Vacate learning areas within each school in the same or better conditions as they were found.
- F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- G. Include feedback from the after-school administrator and site principal when evaluating employees.
- H. Meet weekly with District administrator.
- I. Provide documentation of matching funds.
- J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
- K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
- L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
- M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

PART V: DISTRICT RESPONSIBILITIES

The District agrees to:

- A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
- B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
- C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
- D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
- E. Provide consistent access to campus classrooms and necessary facilities;
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
- G. Provide daily custodial services;
- H. Submit required attendance, fiscal and evaluation reports to the State of California;
- I. Provide office space/station with access to phone, computer, printer, and internet access;
- J. Provide Access to Q to mark attendance;

- K. Notwithstanding Lead Agency's and Enrichment Agency's obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
- L. Perform those actions set forth in Exhibit A-3.

PART VI: TANGIBLE WORK PRODUCTS

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
- B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
- C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
- D. Weekly attendance and activity reports;
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
- F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
- G. Copies of all enrollment forms for each student participating in the Program.

PART VIII: PERSONNEL

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

PART IX: SUBCONTRACTORS

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

- ☐ None.
- ☐ See attached list.

PART X: AMENDMENTS

The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the “Program”) in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District’s then-current permission, release, and waiver forms. The District’s presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.
2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider’s staff shall call the emergency contacts for that student. If Service Provider’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.
4. Reportable Incidents:
 - a. Service Provider shall immediately notify the District by telephone of any health- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

EXHIBIT A-2

SPORTS – HEALTH AND SAFETY

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

1. General Requirements for Service Provider’s Program Coaches.

a. Satisfaction of Program staff requirements. Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

2. General Requirements for Student Eligibility in Program Sports.

a. Medical clearance. Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

b. Adherence to recommendations. Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

d. Sign In and Sign Out Sheet. Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. Off-site Sports Activities. Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions.

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation.

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student may have sustained concussion.

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion.

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA").

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation.

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints.

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event.

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness.

Service Provider agrees to adhere to the following standards regarding heat illness.

a. Coaches – education about heat illness prevention. Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

b. Preventative measures. Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA).

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches – preventative measures. Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. **Coaches – duty to inform students and parents/guardians.** Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs.

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

a. **Service Provider development and implementation of policy.** Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District's policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

b. **Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. **Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. **Copies of agreement.** Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

e. **Applicability.** At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

8. Event Emergency Guidelines.

a. Adoption of policy. Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial review. If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen).

a. Obligation to Administer Epinephrine; Authorized Individuals.

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Service Provider Employees and Volunteers.

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/lh/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE’s *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student’s parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

2. Epinephrine Prescriptions.

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance.

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents.

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

EXHIBIT B COMPENSATION

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.
- III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.
- IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
 - B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
 - C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
 - D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
 - E. Line items for:
 - 1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
 - 2. All supplies properly charged to the Services;
 - 3. All travel properly charged to the Services;
 - 4. All equipment properly charged to the Services;
 - 5. All materials properly charged to the Services;
 - 6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
 - F. Calculation of matching funds.

☐ Not Project Related

☐ Project #

- V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds \$500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

EXHIBIT C INSURANCE

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as “Service Provider,” and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

- I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars (\$20,000,000) per accident for bodily injury and property damage.

3. Workers’ Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers’ Liability insurance coverage of \$1,000,000 per accident or disease.
4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.
5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

- A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.
- C. Service Provider's and any and all Service Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District:
 1. General Liability: CG 20 26 10 01
 2. Primary, Non-Contributory: CG 20 01 04 13
 3. Waiver of Subrogation: CG 24 04 05 09
 4. Automobile Liability: CA 20 48 10 13
- D. If any of the required policies provide coverage on a "claims made" basis:
 1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

- E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

III. Other Requirements:

- A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under the Contract.
- B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.
- C. If the Service Provider or Service Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than \$50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.
- E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

- F. Failure on the part of the Service Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate the Contract.

END OF EXHIBIT C

☐ Not Project Related

☐ Project #

EXHIBIT D CONFLICT OF INTEREST CHECK

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

Independent contractors are required to file disclosures when, pursuant to a contract with the District, the independent contractor will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Service Provider under the Agreement to which this Exhibit D is attached ☐ constitute **[X]** do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Service Provider who will provide Services under the Agreement, ☐ is **[X]** is not subject to disclosure obligations.

Date: _____

By: _____
Lisa Franz, Director of Purchasing



Extracurricular Event or Activity Assumption of Risk Form

Student name (Please print)

Birth date

Parent or legal guardian (Please print)

Student address

School/Local Educational Agency

Event or Activity Advisor (Staff)

Voluntary Extracurricular Event or Activity

- ☐ school-related athletics
- ☐ school-related club activities
- ☐ school-related cultural activities
- ☐ school-related performing arts activities
- ☐ school-related social activities
- ☐ School-related community activities
- ☐ Other: _____

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- | | |
|--|-------------------------------------|
| 1. Sprains and strains | 7. Loss of eyesight |
| 2. Fractured bones | 8. Head injuries or concussion |
| 3. Lacerations, abrasions, and avulsions | 9. Heat illness |
| 4. Unconsciousness | 10. Sudden cardiac arrest |
| 5. Paralysis | 11. Death |
| 6. Disfigurement | 12. Exposure to infectious diseases |

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

Signature (Student)

Date

Signature (Parent or legal guardian)

Date

Primary telephone

Alternate telephone



Evento o Actividad Extracurricular Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde)

Fecha de nacimiento

Padre o tutor legal (Por favor imprima)

Dirección del estudiante

Escuela/Agencia Educativa Local

Asesor de eventos o actividades (personal)

Evento o actividad extracurricular voluntaria

- ☐ Atletismo relacionado con la escuela
- ☐ Actividades del club relacionadas con la escuela
- ☐ Actividades culturales relacionadas con la escuela
- ☐ Actividades de artes escénicas relacionadas con la escuela
- ☐ Actividades sociales relacionadas con la escuela
- ☐ Actividades comunitarias relacionadas con la escuela
- ☐ Otro: _____

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

- | | |
|--|---|
| 1. Esguinces y distensiones | 7. Pérdida de la vista |
| 2. Quebraduras | 8. Lesiones en la cabeza o conmoción cerebral |
| 3. Laceraciones, abrasiones y avulsiones | 9. Enfermedades causadas por el calor |
| 4. Inconsciencia | 10. Paro cardíaco repentino |
| 5. Parálisis | 11. Muerte |
| 6. Desfiguración | 12. Exposición a enfermedades infecciosas |

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atleticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

Firma (Estudiante)

Fecha

Firma (Padre o Tutor Legal)

Fecha

Teléfono principal

Teléfono alternativo

Oxnard School District Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> Headaches “Pressure in head” Nausea or vomiting Neck pain Balance problems or dizziness Blurred, double, or fuzzy vision Sensitivity to light or noise Feeling sluggish or slowed down Feeling foggy or groggy Drowsiness Change in sleep patterns | <ul style="list-style-type: none"> Amnesia “Don’t feel right” Fatigue or low energy Sadness Nervousness or anxiety Irritability More emotional Confusion Concentration or memory problems (forgetting game plays) Repeating the same question/comment |
|--|---|

Signs observed by teammates, parents and coaches include:

- | |
|--|
| <ul style="list-style-type: none"> Appears dazed Vacant facial expression Confused about assignment Forgets plays Is unsure of game, score, or opponent Moves clumsily or displays incoordination Answers questions slowly Slurred speech Shows behavior or personality changes Can’t recall events prior to hit Can’t recall events after hit Seizures or convulsions Any change in typical behavior or personality Loses consciousness |
|--|

What can happen if my child keeps on playing with a concussion or returns too soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child's coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

Return to Play (RTP)

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see cifstate.org for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Legal References:

California Education Code section 49475,

California Interscholastic Federation Bylaw 313

Oxnard School District

Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Dolor de cabeza • “Presión en la cabeza” • Náusea o vómito • Dolor de cuello • Problemas de equilibrio o mareos • Visión borrosa o visión doble • Sensibilidad a la luz o ruido • Decaído • Adormecido • Mareado • Cambios en los hábitos de dormir | <ul style="list-style-type: none"> • Amnesia • “No se siente bien” • Fatiga o energía baja • Tristeza • Nervios o ansiedad • Irritabilidad • Más sensible • Confundido • Problemas con concentración o memoria (por ejemplo: olvidar las jugadas) • Repetir la misma pregunta o comentario |
|---|--|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- | |
|---|
| <ul style="list-style-type: none"> • Parece desorientado • Tiene una expresión facial vacía • Está confundido acerca de la tarea o actividad • Se olvida de las jugadas • Está confundido sobre el juego, los puntos o el oponente • Se mueve torpemente o muestra una falta de coordinación • Contesta las preguntas lentamente • Arrastra las palabras • Muestra cambios de comportamiento o personalidad • No puede recordar los eventos que sucedieron antes de la colisión • No puede recordar los eventos que sucedieron después de la colisión • Ataques o convulsiones • Cualquier cambio en el comportamiento típico o personalidad • Pérdida de la conciencia |
|---|

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Volver a Jugar

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte [cifstate.org](http://www.cifstate.org) para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

FIELD TRIP OR EXCURSION AUTHORIZATION AND MEDICAL TREATMENT AUTHORIZATION

☐ In-state

(Minor)

☐ Out-of-state

Completion of this form is required for all field trips / excursions.

Name of Student

Date of Birth (for emergency purposes)

Student Address

Name of School

Class/ Program

Teacher

Date(s) of Field Trip/Excursion

Location of Field Trip/Excursion

Transportation Provider

1. **I hereby give permission** for my child or ward (named above) to participate in this Field Trip or Excursion.
2. **Regarding special assistance/accommodations:** Is special assistance/accommodation necessary for your child or ward to participate in this Field Trip or Excursion?
☐ No ☐ Yes. Please explain _____
3. **Regarding administration of medication:** All medications must be prescribed, **including** over-the-counter medications. Is your child or ward required to take medication during the course of this Field Trip or Excursion?
☐ No ☐ Yes **Parent/Guardian must contact the school office** to obtain form SFA-5010, "Authorization for Any Medication Taken during School Hours," form SFA-5030, "Authorization For Medications Taken During School Hours, School Activities and Field Trips" or form SFA-5040, "Extended Field Trip or Excursion Medication Authorization" (which must be signed by parent/guardian and child or ward's physician).
4. **If you have health insurance, please list:**

Health Insurance Company

Policy Number

Group Number

5. **Please list additional emergency contacts, should the parent/guardian be unavailable:**

Emergency Contact

Telephone

Emergency Contact

Telephone

6. **Conduct:** I fully understand that all participants are to abide by and accept all rules and requirements governing conduct during the Field Trip or Excursion. To the extent permitted by the Education Code, any participant determined to be in violation of behavior standards will be sent home at their own or their parent/guardian's expense.
7. **Waiver of Claims for Liability:** I understand that California Education Code, Section 35330 provides:
"All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims."
In providing consent for my child or ward to attend and participate in this Field Trip or Excursion, I waive all claims against the district for injury, accident, illness, or death occurring during or by reason of this Field Trip or Excursion.
I understand that the District does not require my child or ward to participate in the Field Trip or Excursion and I make this request voluntarily because I desire my child or ward to participate in the Field Trip or Excursion. I also understand that, if I do not consent to my child or ward's participation, my child or ward will be involved in alternative supervised activities, for which my child or ward will receive full credit.
8. **In the event of illness or injury,** I hereby consent to whatever transportation, x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of my child or ward. It is understood that the resulting expenses will be the responsibility of the child or ward's parent(s)/guardian(s).
9. **I have carefully read this authorization and fully understand its contents and voluntarily consent to its terms and conditions.**

Signature of Parent/Guardian

Date

Home telephone

Work telephone

Mobile telephone or pager

White – Field Trip Supervisor
SFA 2010, Rev. 6/17/2014

Yellow – School/Facility

Pink – Parent/Guardian

AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

☐ Dentro del Estado

(Menor de Edad)

☐ Fuera Del Estado

Es un requisito completen esta forma para todos las paseos educativos o excursiones.

Nombre del Estudiante

Fecha de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones:** ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?
☐ No ☐ Si Explique por favor, _____
3. **Con respecto a la administración de medicamento:** Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?
☐ No ☐ Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

Compañía de Seguro Médico

Número de Póliza

Número de Grupo

5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

Contacto de emergencia

Teléfono

Contacto de emergencia

Teléfono

6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:
"Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.

8. **En caso de una enfermedad o una lesión,** por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor

Fecha

Teléfono de Casa

Teléfono de Trabajo

Teléfono de celular o biper

Blanco – Supervisor de Paseo Educativo/Excursión
SFA 2010S, Rev. 6/17/2014

Amarillo – Escuela

Rosa – Padre/Madre/Guardián



OXNARD SCHOOL DISTRICT

Parent/Student CIF Heat Illness Information Sheet

Why am I getting this information sheet?

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

What is Heat Illness and how would I recognize it?

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

PREVENTION: There are several steps which can be taken to prevent heat illness from occurring:

ADEQUATE HYDRATION: The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

GRADUAL ACCLIMATIZATION: Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

HEAT EXHAUSTION: Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

• Dizziness, lightheadedness, weakness	• Profuse sweating
• Headache	• Cool, clammy skin
• Nausea	• Hyperventilation
• Diarrhea, urge to defecate	• Decreased urine output
• Pallor, chills	

TREATMENT: Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

HEAT STROKE: Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

WARNING SYMPTOMS:

This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

Signs observed by teammates, parents and coaches include:	
• Dizziness	• Weakness
• Drowsiness, loss of consciousness	• Hot and wet or dry skin
• Seizures	• Rapid heartbeat, low blood pressure
• Staggering, disorientation	• Hyperventilation
• Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability)	• Vomiting, diarrhea

Final Thoughts for Parents and Guardians:

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

Student-Athlete Name - Printed

Student-Athlete - Signature

Date

Parent Or Legal Guardian Name - Printed

Parent or Legal Guardian - Signature

Date



Hoja de información CIF para padres/estudiantes referente a la insolación

¿Por qué me han enviado esta información?

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1º de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

¿Qué es la insolación y como puedo identificar los síntomas?

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardíacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la pérdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

PREVENCIÓN: Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

LA HIDRATACIÓN APROPIADA: El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es oscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar reemplazando los líquidos antes y después de las sesiones de práctica.

LA ACLIMATACIÓN GRADUAL: La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

EL AGOTAMIENTO DEBIDO AL CALOR: Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

• Vértigo, mareo, debilidad	• Sudor abundante
• Dolor de cabeza	• Piel viscosa y fría
• Náusea	• Hiperventilación
• Diarrea, urgencia para defecar	• Reducción en la producción de orina
• Palidez, escalofríos	

TRATAMIENTO: Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no es rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

INFARTO DEBIDO AL CALOR: Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

SÍNTOMAS DE ALARMA:

Los siguientes síntomas representan una **EMERGENCIA MÉDICA**. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:	
• Mareos (vértigo)	• Debilidad
• Letargo (adormecimiento), quedar inconsciente	• Piel caliente, húmeda o seca
• Convulsiones (ataques epilépticos)	• Pulso rápido, baja presión sanguínea
• Tambaleo, tropiezos, desorientación	• Hiperventilación
• Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional)	• Vómito, diarrea

Consejos finales para los padres y tutores legales:

Cada vez que planee y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el fútbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a un infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

Nombre del estudiante/atleta – *Letra de molde*

Firma del estudiante/atleta

Fecha

Nombre de padre/madre/tutor legal - *Letra de molde*

Firma de padre/madre/tutor legal

Fecha



OXNARD SCHOOL DISTRICT

Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

Side effects may include one or more of the following:

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

Risks are greater with the following:

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

Unless specifically advised by your health care provider, medications to avoid include:

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

KNOW YOUR OPTIONS

Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
 - Work together to create a plan on how to manage your pain.
 - Talk about ways to help manage your pain that don't involve prescription opioids.
 - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
 - Never sell or share prescription opioids.
 - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration:
www.fda.gov/Drugs/ResourcesForYou
- Visit www.cdc.gov/drugoverdose to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:

www.cdc.gov/drugoverdose/prescribing/guideline.html

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date**Legal References:**

California Education Code section 49476

Adapted from the Center for Disease Control and Prevention and the American Hospital Association



DISTRITO ESCOLAR DE OXNARD

Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

Los efectos secundarios pueden incluir uno o más de los siguientes:

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

Los riesgos son mayores con lo siguiente:

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:

- Benzodiacepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

SEPA CUÁLES SON SUS OPCIONES

Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riesgos y efectos secundarios. Las opciones podrían ser las siguientes:

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

SI LE RECETAN OPIOIDES PARA EL DOLOR:

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
 - Establezcan juntos un plan para tratar el dolor.
 - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
 - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
 - Nunca venda ni comparta opioides recetados.
 - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: www.fda.gov/Drugs/ResourcesForYou.
- Visite www.cdc.gov/drugoverdose para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmele a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:

www.cdc.gov/drugoverdose/prescribing/guideline.html

Nombre del Estudiante Deportista

Firma del Estudiante Deportista

Fecha

Nombre del Padre o Tutor Legal

Firma del Padre o Tutor Legal

Fecha

Referencias legales:

Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano

OXNARD SCHOOL DISTRICT
Parent/Student CIF Steroid Information Sheet and Acknowledgement



“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

Student-Athlete Name - *Printed*

Student-Athlete - *Signature*

Date

Parent or Legal Guardian Name - *Printed*

Parent or Legal Guardian - *Signature*

Date



DISTRITO ESCOLAR DE OXNARD

Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides

“Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica”. (Estatuto CIF 503.I)

Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

Nombre del estudiante/atleta – *Letra de molde*

Firma del estudiante/atleta

Fecha

Nombre de padre/madre/tutor legal - *Letra de molde*

Firma de padre/madre/tutor legal

Fecha

Oxnard School District
Sudden Cardiac Arrest Information Sheet

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- ☐ Fainting or seizure, especially during or right after exercise;
- ☐ Fainting repeatedly or with excitement or startle;
- ☐ Excessive shortness of breath during exercise;
- ☐ Racing or fluttering heart palpitations or irregular heartbeat;
- ☐ Repeated dizziness or lightheadedness;
- ☐ Chest pain or discomfort with exercise;
- ☐ Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- ☐ Known structural heart abnormality, repaired or unrepaired;
- ☐ Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- ☐ Family history of known heart abnormalities or sudden death before age 50;
- ☐ Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- ☐ Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements.

How Common is Sudden Cardiac Arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

Who is at Risk for Sudden Cardiac Arrest?

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will “just go away.” Additionally, some health history factors increase the risk of SCA.

What Should You do if your Student Athlete is Experiencing any of these Symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor’s feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

Return to Play (RTP)

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

Acknowledgment

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student’s sports program

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Legal References:

California Interscholastic Federation Bylaw 503

Oxnard School District

Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia del Paro Cardíaco Repentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- ☐ Colapso o convulsiones, especialmente justo después de ejercitarse;
- ☐ Colapso frecuente, o por emoción o susto;
- ☐ Falta excesiva de aliento durante el ejercicio;
- ☐ Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- ☐ Mareo o aturdimiento frecuente;
- ☐ Dolor o malestar en el pecho al ejercitarse;
- ☐ Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- ☐ La presencia de una anomalía estructural del corazón, reparada o no reparada;
- ☐ Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- ☐ Un historial clínico familiar de anomalías cardíacas conocidas o muerte repentina antes de los 50 años;
- ☐ Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- ☐ El consumo de enervantes tales como cocaína, inhalantes, drogas “recreativas,” bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

¿Qué tan común es el PCR en los Estados Unidos?

Por ser la principal causa de muerte en los EE. UU. cada año suceden más de 300,000 paros cardíacos lejos de los hospitales, de los que nueve de cada diez son mortales. Miles de jóvenes son víctimas de los paros cardíacos repentinos por ser la segunda causa de muerte en menores de 25 años y la principal razón por la que mueren los atletas adolescentes durante el ejercicio.

¿Quién corre el riesgo de sufrir un paro cardíaco repentino?

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que “desaparecerán.” Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

Volver a Jugar

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

Nombre Del Atleta Adolescente

Firma Del Atleta Adolescente

Fecha

Nombre Del Padre/ Tutor

Firma Del Padre/ Tutor

Fecha

Referencia legal:

Federación Interescolar de California Por Ley 503

PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.

☐ Medicines

☐ Pollens

☐ Food

☐ Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: ☐ High blood pressure ☐ A heart murmur ☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY		
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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HE0503

9-2681/0410

■ PREPARTICIPATION PHYSICAL EVALUATION

THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

1. Type of disability		
2. Date of disability		
3. Classification (if available)		
4. Cause of disability (birth, disease, accident/trauma, other)		
5. List the sports you are interested in playing		
	Yes	No
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

Please indicate if you have ever had any of the following.

	Yes	No
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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PREPARTICIPATION PHYSICAL EVALUATION

PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION			
Height	Weight	☐ Male ☐ Female	
BP	/ (/)	Pulse	Vision R 20/ L 20/ Corrected ☐ Y ☐ N
MEDICAL	NORMAL	ABNORMAL FINDINGS	
Appearance Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)			
Eyes/ears/nose/throat - Pupils equal - Hearing			
Lymph nodes			
Heart ^a - Murmurs (auscultation standing, supine, +/- Valsalva) - Location of point of maximal impulse (PMI)			
Pulses Simultaneous femoral and radial pulses			
Lungs			
Abdomen			
Genitourinary (males only) ^b			
Skin HSV, lesions suggestive of MRSA, tinea corporis			
Neurologic ^c			
MUSCULOSKELETAL			
Neck			
Back			
Shoulder/arm			
Elbow/forearm			
Wrist/hand/fingers			
Hip/thigh			
Knee			
Leg/ankle			
Foot/toes			
Functional Duck-walk, single leg hop			

^aConsider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

^bConsider GU exam if in private setting. Having third party present is recommended.

^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- ☐ Cleared for all sports without restriction
- ☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____
- ☐ Not cleared
- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

PREPARTICIPACIÓN EVALUACIÓN FÍSICA

FORMA DE HISTORIA MÉDICA

(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)

Fecha de Examen Médico _____ Fecha de Nacimiento _____
 Nombre _____
 Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

Medicinas y Alergias: Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias? ☐ Sí ☐ No Si tienes alergias, indica la alergia
☐ Medicinas ☐ Polen ☐ Comidas ☐ Insectos específica

Explica las respuestas de "Sí" abajo.

Preguntas Generales	Sí	No	Preguntas Médicas	Sí	No
1. ¿Ha sido restringido por un médico para participar en deportes por alguna razón?			26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio?		
2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo: ☐ Asma ☐ Anemia ☐ Diabetes ☐ Infecciones ☐ Otro: _____			27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma?		
3. ¿Has pasado la noche en un hospital?			28. ¿Hay alguien en su familia que tiene asma?		
4. ¿Has tenido alguna cirugía?			29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano?		
Preguntas de la salud de tu corazón	Sí	No	30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle?		
5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio?			31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes?		
6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios?			32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel?		
7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio?			33. ¿Ha tenido un herpes o infección de la piel MRSA?		
8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica: ☐ Alta presión sanguínea ☐ soplo cardíaco ☐ Colesterol alto ☐ Infección del corazón ☐ Enfermedad de Kawasaki ☐ Otro: _____			34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral?		
9. ¿Ha pedido un médico un examen médico de tu corazón?			35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria?		
10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio?			36. ¿Tiene antecedentes de trastornos convulsivos?		
11. ¿Has tenido un incautación inexplicable?			37. ¿Tiene dolores de cabeza con el ejercicio?		
12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios?			38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse?		
Preguntas de la salud de los corazones de tu familia	Sí	No	39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer?		
13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil)			40. ¿Alguna vez se enferma durante el ejercicio en el calor?		
14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrófica, síndrome de Marfan, la miocardiopatía arritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica?			41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio?		
15. ¿Tiene alguien en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado?			42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad?		
16. ¿Tiene alguien en tu familia desmayos inexplicables, incautaciones inexplicables o casi ahogo?			43. ¿Ha tenido problemas con sus ojos o visión?		
Preguntas de huesos y articulaciones	Sí	No	44. ¿Ha tenido lesiones en los ojos?		
17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido?			45. ¿Usted usa anteojos o lentes de contacto?		
18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura?			46. ¿Usa gafas de protección, o anteojos de seguridad?		
19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas?			47. ¿Le preocupa su peso?		
20. ¿Alguna vez has tenido una fractura de estrés?			48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso?		
21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo)			49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos?		
22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda?			50. ¿Alguna vez ha tenido un trastorno alimentario?		
23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta?			51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico?		
24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo?			Sólo mujeres	Sí	No
25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo?			52. ¿Alguna vez ha tenido un periodo menstrual?		
			53. ¿Qué edad tenía cuando tuvo su primer periodo menstrual?		
			54. ¿Cuántos periodos ha tenido en los últimos 12 meses?		

Explique respuestas "sí" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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PREPARTICIPACIÓN EVALUACIÓN FÍSICA

EL ATLETA CON NECESIDADES ESPECIALES:

FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico _____

Nombre _____ Fecha de Nacimiento _____

Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

1. Tipo de discapacidad		
2. Fecha de discapacidad		
3. Clasificación (Si posible)		
4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros)		
5. Enumerar los deportes que usted está interesado en jugar		
	Sí	No
6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis?		
7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes?		
8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel?		
9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono?		
10. ¿Tiene una discapacidad visual?		
11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga?		
12. ¿Usted tiene ardor o molestias al orinar?		
13. ¿Ha tenido la disreflexia autonómica?		
14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío?		
15. ¿Tiene la espasticidad muscular?		
16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación?		

Explique respuestas "si" aquí

	Sí	No
Inestabilidad atlantoaxial		
Evaluación de rayos X para la inestabilidad atlantoaxial		
Articulaciones dislocadas (más de una)		
Sangrado fácil		
Agrandamiento del bazo		
Hepatitis		
La osteopenia u osteoporosis		
Dificultad para controlar los intestinos		
Dificultad para controlar la vejiga		
El entumecimiento u hormigueo en los brazos o las manos		
El entumecimiento u hormigueo en las piernas o los pies		
Debilidad en los brazos o las manos		
Debilidad en las piernas o los pies		
El cambio reciente en la coordinación		
El cambio reciente en la capacidad para caminar		
Espina bífida		
La alergia al látex		

Por favor, indique si alguna vez ha tenido alguna de las siguientes.

Explique respuestas "si" aquí

Al Mejor de mis conocimientos, mis respuestas son completas y correctas.

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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PREPARTICIPATION PHYSICAL EVALUATION

PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION			
Height	Weight	☐ Male ☐ Female	
BP / (/)	Pulse	Vision R 20/	L 20/ Corrected ☐ Y ☐ N
MEDICAL	NORMAL	ABNORMAL FINDINGS	
Appearance Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)			
Eyes/ears/nose/throat - Pupils equal - Hearing			
Lymph nodes			
Heart* - Murmurs (auscultation standing, supine, +/- Valsalva) - Location of point of maximal impulse (PMI)			
Pulses Simultaneous femoral and radial pulses			
Lungs			
Abdomen			
Genitourinary (males only) ^b			
Skin HSV, lesions suggestive of MRSA, tinea corporis			
Neurologic ^c			
MUSCULOSKELETAL			
Neck			
Back			
Shoulder/arm			
Elbow/forearm			
Wrist/hand/fingers			
Hip/thigh			
Knee			
Leg/ankle			
Foot/toes			
Functional Duck-walk, single leg hop			

*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

^bConsider GU exam if in private setting. Having third party present is recommended.

^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- ☐ Cleared for all sports without restriction
- ☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____
- ☐ Not cleared
- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____



School Athletics Physical Contact Acknowledgement

Student name

Birth date

Parent or legal guardian (Please print)

Student address

School

Sport/Activity

Coach/Instructor

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

Signature (Student)

Date

Signature (Parent or legal guardian)

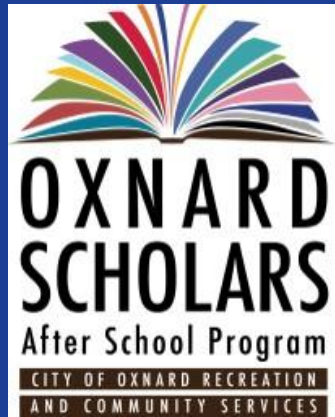
Date

Home telephone

Work telephone

Mobile telephone or pager

Agreement with the Oxnard School District for the Operations of the After School Education and Safety Grant



Community Services Committee – May 13, 2025
City Council – May 20, 2025
By: Danaly Perez, Recreation Supervisor

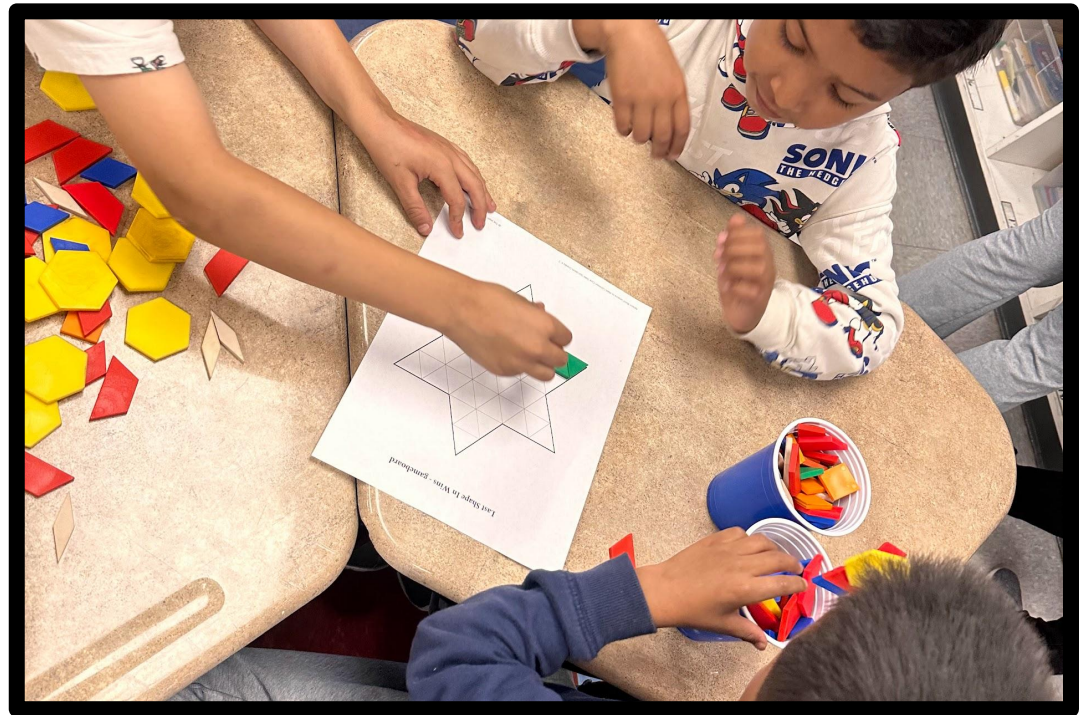
Overview

- Serving over 2,200 Oxnard students
- Employing 100 individuals between the ages 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by School Districts
- Hours of Operation 1:30 p.m. - 6:00 p.m.
- Over 1,000 Volunteer Hours
- Through special events and programs the afterschool program comes in contact with 1,500-2,000 parents and other family members.



Educational and Literacy Element

- Homework Assistance
- English Language Development
- Math Fluency
- Reading Fluency/High Frequency Words

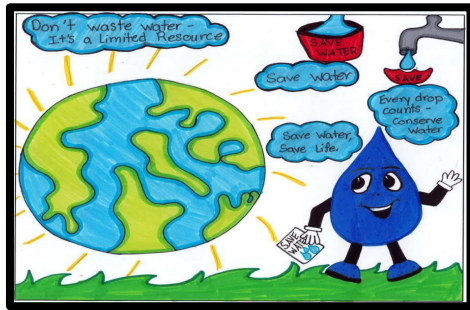


Enrichment Opportunities

- Visual and Performing Arts
- Music
- Physical Activity/Recreation
- Health/Nutrition
- Technology
- Science



Enrichment Opportunities: Highlights



- In partnership with the City's Water Division, after school program students had the opportunity to participate in the Water Wise Art Contest.



- The Cultural Arts Academy was introduced at 7 school sites offering art programming to 140 6th-8th grade students.

Community Outreach and Service Learning

- Downtown Christmas Parade
- Cultivating Scholars (Parent Nights)
- Cultural Arts Academy
- Meet-Up Clean-Up
- Rockin' 2 Sports
- Fun Fest
- Insect Festival
- Recreation Youth Sports Leagues



Funding

In 2002 California voters passed Proposition 49 which funds the After School Education and Safety (ASES) Grant



- State of California grants funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youths during nonschool hours.
- School districts, as grantees are responsible for creating, reviewing, and updating the program plan every three years as well as tracking its outcomes.
- After School Education & Safety (ASES) Grant
 - Through this partnership we receive a contract valued at \$4,470,000

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a one-year agreement (A-8586) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$4,470,000 to operate the After-School Education and Safety Program with a City match of \$130,000 of in-kind services.



END OF PRESENTATION



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: May 20, 2025
TO: City Council
FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org
SUBJECT: Hueneme After School Education Safety Agreement.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Partnership Agreement (A-8589) and Memorandum of Understanding (A-8590) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$7,408,328 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 25-26, FY 26-27 and FY 27-28.

(As of the posting of this agenda, there was not yet an outcome from the Community Services, Public Safety, and Housing & Development Committee.)

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. Afterschool and summer learning programs are locally-designed school and community solutions that provide a safe place for students and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, afterschool programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

In 2008, a partnership began between the Recreation and Community Services Division, City Corps and Hueneme School District (HESD). Today, the City of Oxnard, City Corps and HESD Hueneme ASES (also known as SHINE) have developed a full partnership by focusing on the strength of each organization – classroom learning by the District, and enrichment learning by the City through City Corps and Recreation. The most notable outcome of this deep schools-city partnership is the effective access by Hueneme ASES/SHINE youth to the many activities that introduce them to the world of work and service. Younger students are introduced to service and its connection to work and the discernment of work likes and dislikes. Since City Corps has staffed the program, there have been numerous City Corps participants who have entered the workforce as credentialed teachers. On a daily basis, the HESD program serves about 2,700 students at ten (10) school sites and provides employment training to approximately 50 individuals between the ages of 18-24. Additionally, in FY 22-23, through the Expanded Learning Program Opportunities (ELOP) funding, 11 full-time Program Specialist positions were added. Each Program Specialist is assigned to 1 of 10 school sites, with the 11th Program Specialist focused on offering sport enrichment opportunities. ELOP funding has also allowed the addition of a Hueneme ASES/SHINE Program Supervisor.

The program model incorporates the following three (3) elements, which integrates the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help

students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

2. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation; community service-learning and other youth development activities based on student needs and interest.

3. Homework Center Element: On a daily basis, the program serves over 2,700 students throughout 10 school sites. After eating a nutritious snack, the students participate in Homework Assistance, Math, Arts, Reading and Recreational Sports Programming.

The program has received outstanding reviews by the Ventura County Office of Education (VCOE). This collaboration is often cited as operating one of the best ASES programs in the region.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

If approved, the City's proposed annual budget will include the following amounts for the Hueneme Elementary School District program in the State & Local Grant Fund (210-5511):

FY 25-26 \$2,351,425

FY 26-27 \$2,465,388

FY 27-28 \$2,591,515

The school district requests that the City assist with the grant funding match portion by providing \$54,000 of in-kind services per fiscal year. This annual requested match is met through the General Fund (101-5511) by providing office space for the Hueneme ASES/SHINE program, phone, administrative support, staff support for the end of the year "SHINE Fest" and student participation in other various established City Corps / Recreation programs, such as the Young Authors Fair, Meet Up Clean Ups, beach clean-ups, the Oxnard Holiday Parade and other like programs.

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the May 13, 2025, Community Services, Public Safety, and Housing & Development Committee. Staff is available to answer any questions.

Prepared by: Julie Estrada, Management Analyst

ATTACHMENTS

1. HESD-SHINE Agreement 2025 - 2028
2. HESD-SHINE MOU City Corps 2025 - 2028
3. HESD ASES Presentation 2025 - 2028

Hueneme Elementary School District
Agreement for Services
SHINE Expanded Learning Day Program

This AGREEMENT is approved and entered into as of July 1, 2025 (“Effective Date”) through June 30, 2028, between the HUENEME ELEMENTARY SCHOOL DISTRICT (herein referred to as the “District”), a public school district duly operating under the laws of the state of California, and The CITY OF OXNARD and the Recreation and Community Services City Corps, a service provider (hereinafter referred to as "Provider") for the purpose of providing specific services pursuant to the SHINE Program for ASES Grant eligible District schools and students.

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such special services and advice;

WHEREAS, the Provider is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

WHEREAS, the ASES Program Grant and its Memorandum of Understanding outlines the requirements for supplemental services;

WHEREAS, the SHINE Program contains the following requirements:

- a. Requires the District to develop, in collaboration and in consultation with partners, supplemental services for identified students, in academic, enrichment, and recreational areas;
- b. Contains a description of collaboration and partnerships, and their respective responsibilities to provide services;
- c. Contains a provision for the termination of the agreement if the Provider or District wishes to terminate;
- d. Contains provisions with respect to making payment to the Provider by the District;
- e. Contains provisions outlining staffing, effectiveness, evaluation, and sustainability, as well as other program aspects;

WHEREAS, Provider is a legally constituted organization and incorporated under the laws of California, and

WHEREAS, Provider is willing to provide services to the District, it's SHINE Program schools, and its students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

ASES Grant Agreements

Services will be offered and delivered as stated in the SHINE Program using the ASES Grant and in the Memorandum of Understanding between HUENEME ELEMENTARY SCHOOL DISTRICT AND THE CITY OF OXNARD.

Parents/guardians shall not be charged for any services rendered under the ASES Grant unless such services and charges are clearly identified in writing and agreed upon in advance by the District, the involved school administrator, and the parents/guardians. In no event shall the agreed upon charges obligate the District financially, nor shall the District incur any obligation or expense in excess of the state/federal reimbursement amount.

1. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by the District.

2. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by Provider with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the District and/or the parents/guardians of the District's student. Provider shall not provide access or forward to any other person other than parents/guardians or the District any student record without the written consent of the parent/guardian or the District.

3. Access by HUENEME ELEMENTARY SCHOOL DISTRICT

Provider shall provide services at the location(s) agreed upon in the Memorandum of Understanding. The District's representatives shall have access to observe each student at work, observe the instructional/enrichment/recreational setting and activities, interview Provider, and review each student's progress.

4. Fingerprints

In accordance with Education Code § 45125.1, Provider shall conduct a criminal background check of its employees and/or subcontractors prior to any student contact and, upon receipt of those checks, certify to the District that no employee and/or subcontractors of Provider working with students of the school district has been convicted of a violent or serious felony as defined by statutes. Provider shall supply to the District a list of names of those employees and/or subcontractors who are cleared to work with students of the District. A fingerprint certification will be submitted with monthly invoices and attendance registers.

5. Transportation

The District is not responsible for any transportation costs or for making any transportation arrangements not provided for or agreed to in the Memorandum of Understanding. Provider will not transport any students in private vehicles without complying with the District Governing Board Policy 6153 and have permission of parent/guardian.

6. Accident/Incident Report

Provider agrees to submit a written accident report to the District, within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

7. Child Abuse Reporting

Provider assures to the District that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile, email and mail, within twenty-four (24) hours an incident report to District when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under Provider's supervision.

8. Supplies, Equipment and Facilities

Provider shall be responsible for appropriate supplies, equipment, and facilities as outlined in the Memorandum of Understanding. If Provider desires to use District

facilities for activities other than outlined in the Memorandum of Understanding it must make a separate application for use of facilities through the District's Use of Facilities procedures.

9. Continuity of Personnel

Provider shall make every reasonable effort to maintain the stability and continuity of Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

9a. Provider shall ensure that District has a current list of all personnel and sub-contractors providing Services under this Agreement, which Provider shall update monthly

9b. Provider shall notify District of any changes in Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

9c. Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

10. Independent Contractor Status

Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of the District.

10a. The personnel performing the Services under this Agreement on behalf of the Provider shall at all times be under Provider's exclusive direction and control. The Provider, its agents or employees shall not at any time or in any manner represent that Provider or any of Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of the District. Neither Provider, nor any of Provider's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the District's employees. Provider will be responsible for payment of all Provider's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

10b. If Provider becomes aware that any person employed by or volunteering with Provider in connection with the Services has been arrested or convicted of a violent or

serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify the District. The District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

10c. Provider shall have no authority to bind the District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the District, whether by contract or otherwise, unless such authority is expressly conferred in writing by the District, or under this Agreement.

11. Conflict of Interest; Disclosure of Interest:

Provider assures that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Provider's performance of Services under this Agreement. Provider further assures that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

11a. Provider agrees to at all times avoid any actual, potential or the appearance of any conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with the District, including its schools.

11b. This Agreement is subject to Board Policy 9270 governing conflicts of interest. Provider agrees to furnish to District (upon request) a valid copy of the most recently adopted partnership or bylaws of the corporation and a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update of said information as changes in governance occur.

11c. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures.

11d. Provider agrees to notify the District, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

12. Non-Discrimination

Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection

with or related to the performance of this Agreement.

13. Inspection and Audit

Provider shall provide access to records or reports, or other matter relating to the Agreement, upon request by District. Fiscal records shall be maintained by Provider for seven (7) years and shall be available for audit.

14. Indemnification

14a. Provider's Indemnity Obligation.

To the fullest extent permitted by California law, Provider shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Provider or by any individual or entity for which Provider is legally liable, including but not limited to officers, agents, employees or sub contractors of Provider. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Provider be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Provider in the performance of this Agreement. In the event Provider fails to obtain such indemnity obligations from others as required here, Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Provider and shall survive the termination of this Agreement.

14b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend

and hold harmless the Provider and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Provider, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Provider as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

15. Insurance

Provider shall provide and maintain insurance, in full force and effect throughout the term of this Agreement and any modification thereof, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858.

Provider shall provide the following scope and limits of insurance:

Minimum Scope of Insurance. Coverage shall be at least as broad as: (1)

Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State

of California.

- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

Not later than the effective date of this agreement, Provider shall provide the District with satisfactory evidence of insurance, naming HUENEME ELEMENTARY SCHOOL DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to the District before cancellation or material change, evidencing the above-specific coverage. The District reserves the right to revise the requirements of this provision at any time. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with Provider to modify the terms of this agreement.

16. Monthly Invoices

Provider shall submit to District monthly invoices. Such invoices shall be submitted within thirty (30) days of the rendering of services. District shall process payments to Provider within forty-five (45) days of submission of such invoices, except in those situations identified in the paragraph entitled "Right to Withhold" listed below.

17. Right to Withhold

The District may withhold payment to Provider, on ten (10) working days written notice of such withholding, when in the opinion of the District:

- 17a. Provider's performance, in whole or in part, either has not been carried out as defined by the ASES Program Grant.
- 17b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- 17c. Provider has failed to submit the invoice in a timely manner.

If the District gives notice of intent to withhold, Provider shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

18. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of Provider and District. No change in this Contract or Memorandum of Understanding shall result in a District financial obligation to Provider in excess of the SHINE Program and Memorandum of Understanding reimbursement rate to the District.

19. Disputes

Disputes between District and Provider concerning the meaning, requirements or performance of this contract shall be submitted to the Superintendent of the District. The determination of the Superintendent shall be made in writing and shall be binding on both parties

20. Assignment and Subcontracting

The expertise and experience of Provider are material considerations for this Agreement. The District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon the Provider under this Agreement. In recognition of that interest, Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

Notwithstanding the above, Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Such approval shall be attached and made part of this Agreement. Provider shall be as fully responsible to the District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly. Any sub-contractor shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be Provider's responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

21. Termination

- 21a. The partners are committed to the long-term operations and sustained functioning of the SHINE Program.
- 21b. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms.
- 21c. Either party can initiate the release of this agreement with a thirty (30) day notice. Upon termination without default of Provider, District shall pay, without duplication, for all services satisfactorily performed to date of termination.
- 21d. In consideration of this payment, Provider waives all rights to any further payment or damage. Upon termination, Provider shall turn over to District all student records in its possession generated as a result of services rendered under this Agreement, possessed by Provider or under its control at the time of

termination.

22. Default

Failure of Provider to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Provider of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Provider may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Provider is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Provider does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

23. Compliance with Laws

In connection with the Services and its operations, Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Provider shall comply with the provisions of the State SHINE Program grant requirements.

24. Entire Agreement

This Agreement and the Memorandum of Understanding incorporated herein constitute the entire agreement and understanding between the District and Provider in connection with the matters covered herein and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. Governing Law

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial

courts shall lie exclusively in the County of Ventura, California.

26. Severability Clause

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

27. Notices

Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

For the District:

Christine Walker, Superintendent
Hueneme Elementary School District
205 North Ventura Road
Port Hueneme, CA 93041

For Provider:

Araceli Espinosa, Management Analyst
701 South "G" Street
Oxnard, CA 93030

28. Authority to Execute

The person or persons executing this Agreement certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

29. Binding Effect

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. The Funding for the SHINE Program and this entire Agreement is contingent upon the district receiving state funding each fiscal year.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

For City of Oxnard:

Luis Mc Arthur
Mayor

Date

ATTEST:

Luly Lopez
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fisher
City Attorney

Date

For Hueneme Elementary School District:

Christine Walker
Superintendent

Date

**Memorandum of Understanding between the Hueneme Elementary School District
(HESD), fiscal agency of the SHINE Expanded Learning Day Program, and the City of
Oxnard**

The scope of this document is to define the roles and responsibilities of a partnership between the City of Oxnard, City Recreation and Community Services-City Corps (OCC) to provide staff to supervise and support students who participate in the Hueneme Elementary School District (HESD) SHINE Expanded Learning Day Program. SHINE is the extended learning day offered each day that school is in session from regular day dismissal to 6:00 p.m. and for 30 days of a nine hour intersession on days when the regular school year is not in session.

This serves as a Memorandum of Understanding and Responsibility Agreement that HESD and OCC collaborate to meet the ELOP Program Plan for the 2025-2028 school years at the following schools: Richard Bard, Charles Blackstock, E.O. Green, Art Haycox, Julien Hathaway, Hueneme, Ansgar Larsen, Parkview, Sunkist and Fred Williams. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

OCC agrees to:

1. Provide (1) Program Supervisor, (1) Program Coordinator, and (1) Sports Specialist and (10) Site Program Specialists to instruct and support 50 OCC staff and oversee implementation of items 2-12 below.
2.
 - a. Oversight of implementation of the unified SHINE Schedule of approved activities for all programs by all City Corps. Staff.
 - b. Inform the District Site Coordinator of supplies and materials needed each month.
 - c. Ensure all staff explain to parents and assist parents to sign students out daily to meet grant requirements.
 - d. Meet daily with the staff to celebrate successes and address concerns based on the prior day program.
 - e. Supervise and support the staff towards meeting the SHINE Program Essential Standards and responsibilities communicated to all employees during all professional learning.
 - f. Supervision of students daily at arrival, during and at dismissal of the program.
 - g. Ensure snacks, supplies and materials are organized, prepared and available daily.
 - h. Work with the District Site Coordinator to collect data for assessment and evaluation purposes.
 - i. Ensure staff apply appropriate behavior management and discipline techniques at all times and assist the staff in solving discipline problems. All staff employ the District approach, CHAMPS/MAC/STOIC strategies, to teach students expectations for appropriate behavior for all scheduled activities and transitions in the program.
 - j. Plan activities using appropriate instructional strategies and materials provided at professional learning.
 - k. Collaborate with all enrichment providers to provide daily enrichment to student groups
3. Provide contracted staff daily to serve the required student to staff ratio of 20:1 for all sites.
4. Ensure all employees attend all scheduled professional learning and use planning time to

prepare lessons and activities to implement instructional strategies taught at the training sessions.

5. Provide all staff with planning time daily prior to the start of the program as outlined in the Staff Work Schedule for each school.

6. All personnel must pass the District Para-educator Test prior to employment. Upon hire, employees will be required to complete training in the following areas: CPR/First Aid (and provide a copy of the certification), Mandated Reporting, and Sexual Harassment Prevention. Additionally, all personnel must have TB test clearance dated within the last four years and must pass fingerprint clearance prior to being offered employment.

7. Ensure all employees meet with the Site Coordinator at each school site prior to the first day of school and attend all Summer Professional Learning.

8. Provide an in-kind matching grant to help meet the 33% ASES matching grant requirement.

9. Ensure all SHINE staff attend and participate in collaborative planning and meetings.

10. Ensure all employees maintain confidentiality of student records per the Contract with HESD.

11. Maintain all materials provided for the staff by having staff return items at the end of each day.

12. Use training and training supply budget to provide all supplies and equipment for sports and intramural games.

13. Program Specialists work all 30 Days of Intersession Programs and attend all professional learning days to prepare for intersessions. Coordinator and Supervisor are available to support Program Specialists during intersessions as needed.

14. Program Specialists prepare and provide their site team with lesson plans, organize materials to implement the daily schedule and coordinate with SHINE administrators what additional support is needed at the school site to successfully implement the ELOP Program Plan goals.

15. Supervisor, Coordinator and Program Specialists collaborate with guidance from HESD to create 30 day intersessions.

16. Supervisor, Coordinator and Program Specialists provide professional learning during the summer to the SHINE Staff prior to the program start date each school year.

A three-year budget for the amount listed below for each school year is provided to sustain program staffing from year to year for the SHINE Expanded Learning Day Program. A monthly invoice itemizing payroll and expenditures is required to reflect actual staff provided each month as requested in the MOU. If staffing requirements are not met, the monthly invoice shall reflect actual staffing for the program.

2025-2026 - \$2,351,425

2026-2027 - \$2,465,388

2027-2028 - \$2,591,515

HESD agrees to:

1. Manage the program budget, including collaboration with OCC to ensure the 2025-2028 ELOP Program Plan goals are met and for proper payment for services.

2. Provide professional learning and follow-up coaching support to the SHINE Staff.

3. Provide supplies and materials for use in the SHINE Program.
4. Visit sites to ensure grant compliance on point of service and programmatic levels.
5. Coordinate with agencies to ensure proper implementation and modification, as needed.
6. Work with collaborating agencies to address any parent, teacher, student, or other program participant concerns that may arise.
7. Collaborate with Oxnard City Recreation and Community Services Project Manager annually to monitor overall program progress and achievement of goals.

Additionally, HESD will provide one on-site After School Program Site Coordinator/Academic Liaison who will be responsible for the daily operation of the SHINE Program as follows:

1. Coordinate with OCC Site Program Specialists to order supplies and materials unique to each site.
2. Recruit and enroll eligible program participants from each site.
3. Maintain after-school records regarding enrollment, waivers, emergency cards, permission slips, behavior plans, etc...
4. Work with teachers to communicate student needs and student progress.
5. Serve as a liaison between the expanded learning day staff and the regular day staff.
7. Work with teachers, parents and students to ensure appropriate placement.
8. Coordinate with SHINE Staff to provide arrival/intake and snack services.
9. Monitor implementation of weekly schedule for program in coordination with the Site Program Specialists and the site administrator.
10. Meet with Site/District administration to ensure the meeting of program goals.
11. Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the site by working with the SHINE and regular day staff and the principal.
12. Represent their program at District-level After School Site Coordinator meetings.

This agreement shall begin on July 1, 2025 and continue to be implemented until June 30, 2028. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms. Ongoing review of this agreement will be the responsibility of both parties. Either party can initiate release of this agreement with a 30- day notice. Funding for the SHINE Program is contingent each year upon state funding for both ASES (After School Education and Safety) and ELOP (Expanded Learning Opportunity Program). If ELOP funds are reduced or eliminated, HESD will ask for a reduction in staffing based on the ASES allocation from the state and the terms of this MOU will become null and void.

For City of Oxnard:

Luis A. Mc Arthur
Mayor

Date

ATTEST:

Luly Lopez
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fisher
City Attorney

Date

For Hueneme Elementary School District (Fiscal Agency):

Christine Walker
Superintendent

Date

After School Education & Safety



Community Services Committee – May 13, 2025

City Council – May 20, 2025

By: Esteban Melchor, Recreation Supervisor

Overview

- Serving over 2,700 Oxnard students
- Employing over 50 individuals between the ages 18-25
- Employing a Supervisor, an Analyst and 11 full-time Program Specialists,
- Over 100 Hours of Ongoing Professional Staff Development Training provided by School Districts
- Hours of Operation 1:30 p.m. - 6:00 p.m.
- Over 1,000 Volunteer Hours
- Through special events and programs the afterschool program comes in contact with 2,000-2,500 parents and other family members.



Educational and Literacy Element



- Homework Assistance
- English Language Development
- ST Math
- Letter A Week
- Leader in Me
- Literacy & Reading Comprehension

Enrichment Opportunities



- Visual and Performing Arts
- Dance
- Physical Activity/Recreation
- Health/Nutrition/Cooking
- Live Theater
- Community Service-Learning Opportunities

Community Involvement and Service Learning



Coastal Cleanup **Meet Up Clean Up** Downtown Christmas Parade
Young Authors Fair Kiwanis Track Meet **SHINE Fest**

Funding

In 2002 California voters passed Proposition 49 which funds the After School Education and Safety (ASES) Grant



- State of California grants funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youths during non-school hours.
- School districts, as grantees are responsible for creating, reviewing, and updating the program plan every three years as well as tracking its outcomes.
- After School Education & Safety (ASES) Grant
 - Through this partnership we receive a 3-year agreement valued at \$7,408,328.48

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that Council approve and authorize the Mayor to execute a three-year agreement (A-8589) and Memorandum of Understanding (A-8590) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount not to exceed \$7,408,382.48 to operate the After-School Education and Safety (ASES) program at ten (10) schools with a City match of \$54,000 of in-kind services.



END OF PRESENTATION



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: May 20, 2025
TO: City Council
FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org
SUBJECT: Adoption of Ordinance No. 3059 Library Board City Code Updates.

RECOMMENDATION

That the City Council adopt an Ordinance No. 3059 titled:

"AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO FIVE MEMBERS."

(The Community Services, Public Safety, Housing and Development committee approved 3-0 on April 8, 2025. The City Council approved the first reading of the ordinance by a vote of 7-0 on April 29, 2025.)

BACKGROUND

The Library Board was first established on December 26, 1906, along with the newly established Oxnard Public Library. The California Education Code (CEC) requires that a municipal public library be managed by a board of library trustees, consisting of five (5) members serving three-year terms on a staggered basis. The board of library trustees is responsible for making and enforcing rules and regulations of a library, managing staff responsibilities, quantity, and compensation, purchasing property as necessary, and administering any trust created for a library. Originally, the City's *Board of Library Trustees* was a five-member body appointed by the Chair of the Board of Trustees of the City. The financial management function of the *Board of Library Trustees* was removed and transferred to the City Council.

In 1998, in an effort to align Citizen Advisory Groups (CAGs), clarify ambiguities, and enhance overall effectiveness, the Council supported a comprehensive update to the ordinances related to CAGs. This effort resulted in the creation of the Library Board, as we know it today, being formally recognized as an advisory board to the Council. This change aligned the Library Board with its existing functions and clarified its powers and duties to match what the City Code reflects today. In 2019, in an effort to align with the district-based Council seats, all CAGs became seven-member bodies, with six members being elected by-district and one at-large. Although consistent with the spirit of the CEC regarding the establishment of a library board, the current structure of the Library Board is not entirely consistent with the CEC.

DISCUSSION

On July 9, 2024, staff brought an item to this committee requesting direction on the future of the Library Board. Staff recommended restructuring the Library Board to ensure full compliance with the California Education Code pending an opinion from the California Attorney General (AG) to determine if the Board could consist of seven members in alignment with the current City Council seats, and if so, staff would have recommended the

City's seven-member City Council be established as the Library Board of Trustees, similar to the role of the Parking Authority.

On February 13, 2025, the City received a response from the AG that a Library Board of Trustees must be a five-member body consistent with the CEC (Attachment #1). As a result of the AG's opinion, staff is returning to this committee to recommend that Council adopt an ordinance revising various sections of the Oxnard City Code to be consistent with CEC.

Per CEC Section 18910-18927, a public library shall be managed by a board of library trustees, consisting of five members, to be appointed by the mayor, with the consent of the legislative body of the municipality. Trustees shall serve a term of three years, hold meetings monthly, comply with the Ralph M. Brown Act, and report to the legislative body of the municipality by August 31st each year on the state of the library. The recommended ordinance will ensure the City is in compliance with the CEC.

The Library Board of Trustees will be managed by the Library Manager. Meetings will tentatively take place on the third Wednesday of each month at 4:30 p.m. and be held in the Main Library Meeting Room A. Meetings will be open to the public in accordance with the Ralph M. Brown Act and agendas will be published in accordance with the City's Sunshine Ordinance. After City Council's approval, the City will conduct recruitment for this body and coordinate with the Mayor to bring nominations forward for appointment as required by the CEC. Nominations will be brought forward beginning with the new fiscal year, July 1, to comply with the staggering of terms per the statute.

The Community Services, Public Safety, Housing and Development committee approved 3-0 on April 8, 2025, The City Council approved the first reading of the ordinance by a vote of 7-0 on April 29, 2025

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.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

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

No financial impact

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing and Development committee approved 3-0 on April 8, 2025 to approve the staff recommendation and forward the item to Council for approval.

The City Council approved 7-0 on April 29, 2025 the first reading of the item.

Prepared by: Kathleen Ashmore, Library Manager

ATTACHMENTS

1. Library Board Ordinance
2. Library Board Ordinance_redline
3. CEC Attorney General Opinion 24-803
4. Library Board Presentation_city council

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 3059

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD
CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO
FIVE MEMBERS

WHEREAS, the Library Board was first established on December 26, 1906, along with the newly established Oxnard Public Library; and

WHEREAS, the Oxnard City Council has established a Library Board to advise on policies and procedures of the Oxnard Public Library; and

WHEREAS, Education Code section 18910 is part of the Municipal Libraries Act (the “Act”), which authorizes municipal public libraries; and

WHEREAS, The Act “prescribe[s] a detailed scheme for the establishment and operation of such libraries”; and

WHEREAS, Education Code section 18910 describes a library board as “consisting of five members”; and

WHEREAS, prior to 2018, the Library Board consisted of five members matching the number of the Oxnard City Council membership; and

WHEREAS, in 2018, the City expanded its City Council to seven members when it transitioned to district-based elections; and

WHEREAS, thereafter, the City Council expanded its Library Board to seven members; and

WHEREAS, City staff recently sought an opinion of the Office of the Attorney General (the “Attorney General”) on whether a general law city may expand its library board from five to seven members; and

WHEREAS, the Attorney General concluded that a general law city that has expanded its city council from five to seven members may not establish a seven-member municipal library board of trustees because Education Code section 18910 specifies that such a board consists of five members; and

WHEREAS, the Oxnard City Code must be amended to comply with the Education Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES
ORDAIN AS FOLLOWS:**

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Code Amendment. Section 2-30 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-30. APPLICATION.

- (A) The following provisions shall apply to the following citizen advisory groups: senior services commission, commission on community relations, parks and recreation commission, homeless commission, planning commission, and cultural arts commission.
- (B) Sections 2-31 through 2-35 and Sections 2-37 through 2-41 of this Division shall apply to the Library Board”

Part 3. Code Amendment. Section 2-66 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-66. ESTABLISHED; QUALIFICATIONS.

- (A) There is hereby established a library board composed of five members appointed by the mayor with approval of the city council.
- (B) Members shall hold office for three years. In order to stagger the terms, the city council shall appoint members so that no more than two terms expire each year. One trustee’s term shall end on June 30, 2026. Two members’ terms shall end on June 30, 2027. Two members’ terms shall end on June 30, 2028. All trustees appointed thereafter shall serve a term of three years following the pattern established in this section.
- (C) Members are permitted to serve three consecutive terms.
- (D) A term of less than one year shall not be considered a full term. Terms shall expire on June 30 of the applicable years. A member shall continue in office for the term for which the member was appointed or until the member’s successor is appointed.
- (E) In the event of a vacancy, the mayor shall nominate a replacement to complete the term of the member creating the vacancy.
- (F) A member shall serve without compensation, shall reside in the city and be at least 18 years old.”

Part 4. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect.

Part 5 Pursuant to Government Code section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council’s adoption of the ordinance.

Part 6. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code section 36933. Ordinance No. _____

Ordinance No. 3059

was first read on April 29, 2025, finally adopted on May 20, 2025 to become effective on thirty (30) days thereafter.

APPROVED AND ADOPTED this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Ordinance No.

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD
CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO
FIVE MEMBERS

WHEREAS, the Oxnard City Council has established a Library Board to advise on policies and procedures of the Oxnard Public Library; and

WHEREAS, Education Code section 18910 is part of the Municipal Libraries Act (the “Act”), which authorizes municipal public libraries; and

WHEREAS, The Act “prescribe[s] a detailed scheme for the establishment and operation of such libraries”; and

WHEREAS, Education Code section 18910 describes a library board as “consisting of five members;” and

WHEREAS, prior to 2018, the Library Board consisted of five members matching the number of the Oxnard City Council membership; and

WHEREAS, in 2018, the City expanded its City Council to seven members when it transitioned to district-based elections; and

WHEREAS, thereafter, the City Council expanded its Library Board to seven members; and

WHEREAS, City staff recently sought an opinion of the Office of the Attorney General (the “Attorney General”) on whether a general law city may expand its library board from five to seven members; and

WHEREAS, the Attorney General concluded that a general law city that has expanded its city council from five to seven members may not establish a seven-member municipal library board of trustees because Education Code section 18910 specifies that such a board consists of five members; and

WHEREAS, the Oxnard City Code must be amended to comply with the Education Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Code Amendment. Section 2-30 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-30. APPLICATION.

Ordinance No.

(A) —The following provisions shall apply to the following citizen advisory groups: senior services commission, commission on community relations, ~~library board~~, parks and recreation commission, homeless commission, planning commission, and cultural arts commission.

(B) Sections 2-31 through 2-35 and Sections 2-37 through 2-41 of this Division shall apply to the Library Board”

Part 3. Code Amendment. Section 2-66 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-66. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a library board composed of ~~fiveseven~~ members appointed by the mayor with approval of the City Council.

(B) —(B)—Members shall hold office for three years. In order to stagger the terms, the city council shall appoint members so that no more than two terms expire each year. One trustee’s term shall end on June 30, 2026. Two members’ terms shall end on June 30, 2027. Two members’ terms shall end on June 30, 2028. All trustees appointed thereafter shall serve a term of three years following the pattern established in this section. A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

(C) Members are permitted to serve three consecutive terms.

(D) A term of less than one year shall not be considered a full term. Terms shall expire on June 30 of the applicable years. A member shall continue in office for the term for which the member was appointed or until the member’s successor is appointed.

(E) In the event of a vacancy, the mayor shall nominate a replacement to complete the term of the member creating the vacancy.

(F) A member shall serve without compensation, shall reside in the city and be at least 18 years old.”

Part 4. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect.

Part 5 Pursuant to Government Code section 36933(c)(l), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

Part 6. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code section 36933. Ordinance No. _____ was first read on _____ 2025, finally adopted on _____, 2025 to become effective on thirty (30) days thereafter.

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Ordinance No.

APPROVED AND ADOPTED this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

TO BE PUBLISHED IN THE OFFICIAL REPORTS

OFFICE OF THE ATTORNEY GENERAL
State of California

ROB BONTA
Attorney General

OPINION	:	
	:	
	:	No. 24-803
of	:	
	:	
	:	February 13, 2025
ROB BONTA	:	
Attorney General	:	
	:	
CATHERINE BIDART	:	
Deputy Attorney General	:	

The HONORABLE STEVE BENNETT, MEMBER OF THE STATE ASSEMBLY, has requested an opinion on a question relating to municipal library boards.

QUESTION PRESENTED AND CONCLUSION

May a general law city that has expanded its city council from five to seven members establish a seven-member municipal library board of trustees to permit all members of the city council to serve on that board, instead of a five-member board as specified in Education Code section 18910?

No. A general law city that has expanded its city council from five to seven members may not establish a seven-member municipal library board of trustees because Education Code section 18910 specifies that such a board consists of five members, and neither that statute nor any other statute or applicable authority provides an exception.

BACKGROUND

Education Code section 18910 is part of the Municipal Libraries Act, which authorizes municipal public libraries.¹ The Act “prescribe[s] a detailed scheme for the establishment and operation of such libraries.”² The authority to establish a municipal library predates the Act, which the Act acknowledges in authorizing a city to establish a library if one has not yet been established.³

Once established, a municipal library is operated by an appointed board of trustees.⁴ Among other things, a library board may buy books, journals, and other publications, employ and prescribe duties of the librarian and other employees, and administer trusts and gifts for the library.⁵ The number of trustees that may serve on a library board is the focus of our attention. Without exception, Education Code section 18910 describes the library board as “consisting of five members.”⁶

We are informed that the City of Oxnard would prefer all seven of its council members to serve simultaneously on its library board. Prior to 2018, Oxnard’s city council consisted of five members. In 2018, the City expanded its city council to seven members when it changed to district-based elections.⁷ The City states that it was required

¹ *Friends of the Library of Monterey Park v. City of Monterey Park* (1989) 211 Cal.App.3d 358, 362.

² *Id.* at p. 369.

³ *Id.* at pp. 364-365; Ed. Code, § 18900 (“The common council, board of trustees, or other legislative body of any city in the state may, and upon being requested to do so by one-fourth of the electors of the municipal corporation in the manner provided in this article, shall, by ordinance, establish in and for the municipality a public library if there is none already established therein”).

⁴ Ed. Code, § 18910.

⁵ *Id.*, §§ 18920-18922, 18926.

⁶ *Id.*, § 18910; *Friends of the Library of Monterey Park v. City of Monterey Park*, *supra*, 211 Cal.App.3d at p. 379 (reciting Education Code section 18910) & fn. 1 (describing Municipal Libraries Act provisions as “assigning management and control of such libraries to a five-member board of library trustees whose members hold office for terms of three years”).

⁷ Six members are elected by district, and a seventh elected member is the mayor. (See City of Oxnard, City Council homepage, at <https://www.oxnard.gov/city-council> (as of Feb. 12, 2025); see also City of Oxnard Ordinance No. 2934, section 2-3.5 [prescribing district-based elections commencing with November 2018 general election], available at https://codelibrary.amlegal.com/codes/oxnard/latest/oxnard_ca/0-0-0-65616#JD_2-3.5 (as of Feb. 12, 2025).)

to make such a change to resolve claims under the California Voting Rights Act.⁸ That Act prohibits the diluting or abridging of the voting rights of a protected class, and authorizes a court to impose appropriate remedies, including district-based elections for a violation of the Act.⁹ As mentioned, the City has changed to district-based elections and expanded its city council to seven members, but we were given no details regarding its resolution of the Voting Rights Act claims.¹⁰

ANALYSIS

The requestor represents the Assembly district in which Oxnard is located and seeks our opinion on whether a general law city such as Oxnard may expand its library board from five to seven members.¹¹ According to the City, some general law cities with five council members have designated their entire council as library board trustees, but no general law city with more than five council members has done so. As we explain below, a general law city's expansion of its municipal library board to more than five members would be inconsistent with Education Code section 18910. That statute specifies a municipal library board of trustees "consisting of five members" and provides no exception to that requirement.¹²

⁸ See Elec. Code, §§ 14025-14032; see also *id.*, § 10010.

⁹ The Act's key provision states that at-large (rather than district-based) elections "may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or the abridgment of the rights of voters who are members of a protected class." (Elec. Code, § 14027; see also *id.*, § 14026, subd. (d) [defining protected class].) A violation of that provision "is established if it is shown that racially polarized voting occurs in elections for members of the governing body . . . or in elections incorporating other electoral choices by the voters." (*Id.*, § 14028.) If a court finds a violation, it "shall implement appropriate remedies, including the imposition of district-based elections, that are tailored to remedy the violation." (*Id.*, § 14029.)

¹⁰ See *ante* note 7.

¹¹ Because the scope of the question extends to a general law city only, references in our opinion to a city refer to a general law city only. A general law city derives its powers from statutes enacted by the Legislature as opposed to a city charter. (See *City of Orange v. San Diego County Employees Retirement Assn.* (2002) 103 Cal.App.4th 45, 52.)

¹² We are not asked, and therefore provide no opinion on, whether other legal grounds such as the incompatible-offices doctrine could affect council members desiring to simultaneously serve as municipal library board trustees.

In construing Education Code section 18910, we employ established rules of statutory interpretation to determine the Legislature’s intent.¹³ We begin with the statute’s words because they are generally the most reliable indicator of its intended purpose.¹⁴ If the relevant words are subject to more than one reasonable interpretation, we consider extrinsic sources including the statute’s purpose, legislative history, and public policy.¹⁵

Education Code section 18910 states:

The public library shall be managed by a board of library trustees, *consisting of five members*, to be appointed by the mayor, president of the board of trustees, or other executive head of the municipality, with the consent of the legislative body of the municipality.^[16]

The relevant words are clear and unambiguous. The statute prescribes an appointed board of trustees “consisting of five members.” The statute makes no exception for a city with a council composed of more than five members. And we have found no exception in any other statute that would allow a general law city to establish a municipal library board having more than the five board members specified. For instance, nothing in the Voting Rights Act mentions expanding appointed, non-elected bodies, such as a library board.¹⁷ And the Government Code statutes that authorize city councils to consist of more than five members do not provide that other bodies (such as a municipal library board) may likewise do so.¹⁸ Those statutes are silent on library boards, and nothing in them supports the notion that a city may expand its library board beyond five members.

Under the rules of statutory construction, we may not “rewrite the law, add to it what has been omitted, omit from it what has been inserted, give it an effect beyond that gathered from the plain and direct import of the terms used, or read into it an exception,

¹³ *Prang v. Los Angeles County Assessment Appeals Bd.* (2024) 15 Cal.5th 1152, 1170.

¹⁴ *Ibid.*

¹⁵ *Ibid.*

¹⁶ Ed. Code, § 18910, italics added.

¹⁷ Cf. Elec. Code, § 14029 (if a court finds a violation, it “shall implement appropriate remedies, including the imposition of district-based elections, that are tailored to remedy the violation”); see also *id.*, §§ 14025-14032 (California Voting Rights Act).

¹⁸ For example, one statute provides that a city council of a general law city has “at least five members.” (Gov. Code, § 36501.) And another statute authorizes a maximum of nine city council members elected by or from districts. (*Id.*, § 34871.)

qualification, or modification that will nullify a clear provision”¹⁹ And “[w]here the words of the statute are clear, we may not add to or alter them to accomplish a purpose that does not appear on the face of the statute or from its legislative history.”²⁰

The language in Education Code section 18910 referring to the library board as “consisting of five members” is clear on its face, and the legislative history could add no further clarity. The statute has been in effect since 1976 with nearly identical language existing elsewhere since 1901.²¹ It is thus apparent that the Legislature’s longstanding intent has been for municipal library boards to consist of five members.

The City nonetheless suggests that the library board should be expanded to include all seven council members because the city council “is best situated to perform the essential functions of the board.” But the Legislature has not adopted that policy judgment. The Municipal Libraries Act does not require the library board to include any city council members, let alone all of them. Nor does it otherwise suggest any connection between the membership of the two bodies. What the Legislature did require is that municipal library boards “consist[] of five members.”²² If it was an oversight not to authorize city councils and library boards to have an equal number of members that exceeds five, it is up to the Legislature to address, not us.²³

While our research disclosed no court decisions on the exact issue before us, the reasoning in a 1989 Court of Appeal case further supports our conclusion that a city may not establish a library board with more than the five members specified in the Municipal Libraries Act.²⁴ In that decision, the court determined that a city council may not abolish

¹⁹ *Kleitman v. Superior Court* (1999) 74 Cal.App.4th 324, 334, quoting *Frazier v. City of Richmond* (1986) 184 Cal.App.3d 1491, 1496.

²⁰ *Ennabe v. Manosa* (2014) 58 Cal.4th 697, 719, quoting *In re Jennings* (2004) 34 Cal.4th 254, 265.

²¹ Stats. 1976, ch. 1010, § 2 (enacting Education Code section 18910); Stats. 1959, ch. 2, § 27351, p. 1461 (enacting former Education Code section 27351); Stats. 1943, ch. 71, § 22212, p. 738 (enacting former Education Code section 22212); 1938 Gen. Laws, Act 2749, §§ 1-3; Stats. 1909 ch. 481, §§ 1-3; Stats. 1901, ch. 170, p. 558, §§ 1-3.

²² Ed. Code, § 18910.

²³ See *Weber v. Superior Court of Sacramento County* (2024) 101 Cal.App.5th 342, 364 (“We express no view about whether the statutory language, thus applied, ideally balances the competing concerns or represents the soundest public policy. Such is not our responsibility or our province”).

²⁴ As noted above, the Municipal Libraries Act includes Education Code section 18910.

its library board and assume control of the library.²⁵ The court rejected a city’s claim that it could do so under statutes unrelated to the Municipal Libraries Act, including one that confers general authority on a city to own and operate utilities, services, and recreational facilities—including libraries.²⁶ The court examined the competing statutes, which were located in different codes, and concluded that the Municipal Libraries Act prevailed as the more specific statute.²⁷ The situation here is similar: The Municipal Libraries Act is the more specific statute concerning the size of library boards. Any competing statutes do not even pertain to libraries. We therefore reject the notion that a city council may establish a library board with more members than the Act authorizes so that all members of a city council, which expanded under unrelated statutes located in different codes, may serve on the board, or for any other reason.

²⁵ *Friends of the Library of Monterey Park v. City of Monterey Park*, *supra*, 211 Cal.App.3d at pp. 364, 380.

²⁶ *Id.* at pp. 369-371, 381.

²⁷ *Ibid.* This follows “the usual interpretive rule that ‘more specific provisions take precedence over more general ones.’” (*City of Los Angeles v. PricewaterhouseCoopers, LLP* (2024) 17 Cal.5th 46, 68-69, quoting *Lopez v. Sony Electronics, Inc.* (2018) 5 Cal.5th 627, 634.)

Library Board City Code Updates

City Council

April 29, 2025

Kathleen Ashmore, Library Manager

That the City Council approve the first reading by title only and waive further reading of the proposed Ordinance titled: AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO FIVE MEMBERS

- Library Board first established on December 26, 1906 with establishment of Oxnard Public Library
- California Education Code (CEC) requires that a municipal library be managed by a board of library trustees consisting of five members serving three-year terms on a staggered basis.
- In 1998, the Library Board was updated to become an advisory board to Council, and in 2019, it became a seven-member board in alignment with council districts.
- Although consistent with the spirit of the CEC, the current structure is not entirely consistent with the CEC.

- In July 2024, staff recommended restructuring the Library Board to ensure full compliance with the CEC pending an opinion from the State Attorney General (AG) to determine if the Library Board could be a seven-member body consistent with the current Council membership.
- In February 2025, the City received a response from the AG that a Library Board must remain at five members consistent with CEC.
- To ensure compliance with the CEC, staff is recommending that City Council adopt an ordinance revising various sections of the Oxnard City Code.

CEC Sections 18910-18987 define that a public library shall be managed by a Board of Trustees which must:

- Consist of five members who are appointed by the Mayor with approval from City Council;
- Serve three-year, staggered terms;
- Hold monthly meetings;
- Comply with the Brown Act; and
- Report to the legislative body of the municipality by August 31st of each year on the state of the library.

The new Library Board of Trustees will be managed by the Library Manager. Meetings will tentatively take place on the third Wednesday of the month at 4:30 p.m. and be held in the Main Library. After Council approval, the City will conduct recruitment and coordinate with the Mayor to bring nominations forward to the Council.



QUESTIONS?



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: May 20, 2025

TO: City Council

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.

RECOMMENDATION

That 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.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee.)

BACKGROUND

With the recent submittal to the Federal Audit Clearinghouse of the Single Audit for the year ended June 30, 2024, the current audit contract is completed. As a result, the Purchasing Division of the Finance Department issued on January 28, 2025 a Request for Proposals for Professional Auditing Services. The Purchasing Division posted the RFP on the City's public purchasing platform, and notified directly a number of accounting and auditing firms, 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 asking them to submit proposals.

With the outreach effort, the RFP received 45 single views, and six firms responded to the RFP. An evaluation team of five members was formed to review the six proposals. The five evaluation team members included the CFO, 2 Assistant CFOs, Controller, and the Internal Control Manager. Two 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 proposals submitted, Macias Gini & O'Connell, LLP (MGO) was deemed the best value overall compared to the other five proposers. With a strong presence in California and solid history of public sector audits, MGO provided an impressive list of California Cities and Special Districts clients serviced in the last five years. It has an extensive experience working with diverse sizes of governmental agencies, including large complex public agency comparable to City of Oxnard. To the North of California, some of MGO's large size clients included City and County of San Francisco, City of Oakland, and City of Fremont. MGO's southern clients included 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 detailed structured approach to the audit work plan and procedures and a comprehensive timeline. Its proposal address on area of risk assessments, compliance assessment, and an extensive discussion 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 audit.

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.

The Professional Service Agreement provided to the Finance and Governance Committee was the City's standard template

The City and MGO were in the process of editing the City's standard template to reflect necessary changes in the terms of the Agreement that are specific to Audit function services. The City and MGO completed the edits after the posting of the Agenda for Finance and Governance Committee. The Agreement provided for this item reflects the agreed upon edits by the parties.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic plans 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>
TOTAL	\$1,219,895

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

COMMITTEE OUTCOME

As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee.

Prepared by: Beth Vo, Assistant Chief Financial Officer

ATTACHMENTS

1. Professional Service Agreement

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 Name: Cesar Perfecto Title: Controller Phone: 805-385-7461 Email: cesar.perfecto@oxnard.org Address: 300 West Third Street, 3 rd flr Oxnard, CA 93030	Consultant Designated Representative Name: Linda Hurley Title: Engagement Partner Phone: (949) 296-4340 Email: LHurley@mgocpa.com Address: 700 South Flower St., Suite 800 Los Angeles, CA 90017
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- 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.

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.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from claims and liabilities solely related to compensation for completed and accepted work, provided that this release shall not apply to any outstanding claims for unpaid amounts, disputed invoices, additional work required due to changes request by the City after final payment. City's payment shall

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not constitute nor be 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. Furthermore, the City's payment shall not be deemed an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, except to the extent such defects or errors result from inaccurate, incomplete, or misleading information provided by the City,.

- 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, except the audit workpapers, 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. Consultant shall retain ownership and copies of audit workpapers (physical or electronic) as defined below in accordance with applicable professional standards and regulatory requirements. Consultant shall provide a copy of the audit workpapers upon request from the City.

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- A. Ownership of Documents. Every final report, deliverable, or other work product specifically prepared for and provided to City pursuant to this Agreement shall be the property of City. However, Consultant shall retain ownership of its engagement workpapers, proprietary methodologies, internal templates, and other pre-existing or independently developed materials used in connection with the performance of this Agreement. The City acknowledges that Consultant's confidential and proprietary materials, including internal workpapers, regulatory-required documentation, and trade secrets, shall remain the sole property of Consultant and shall not be subject to disclosure or ownership by City, except as required by law. Notwithstanding the foregoing, any pre-existing intellectual property, software, tools, methodologies, or templates used by Consultant in connection with this Agreement shall remain the property of Consultant, and the City shall obtain no ownership interest in such materials City shall make no claim of ownership to Consultants' audit workpapers (defined as proprietary methodologies, internal templates, and other pre-existing or independently developed materials, as well as trade secrets, pre-existing intellectual property, software, tools, methodologies, or templates) used in connection with the performance of this Agreement.
- 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, except audit workpapers as described in Section 20.A. 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 completed deliverables, reports and materials 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

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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 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 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.
- B. 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 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 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Consultant affirms that it is and will remain independent of the City, as defined by generally accepted auditing standards in the United States of America, and complies with the American Institute of Certified Public Accountants (AICPA) Code

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of Professional Conduct, as well as the *Government Auditing Standards* (2018 revision) published by the U.S. Government Accountability Office (GAO) and will adhere to any requirements set by the California state board of accountancy. Should Consultant's independence be compromised in fact or appearance, Consultant will immediately inform the City of the circumstances and work with the City on a resolution. 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,

Agreement No. _____

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.

- 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.
- 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.

Agreement No. _____

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

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]

Agreement No. _____

Agreement No. _____

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, Mayor¹

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

¹ 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

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 the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance) 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 the Uniform Guidance.

- 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.

2. Reports to be Issued

Following the completion of the audit of the fiscal year’s financial statements, the auditor shall issue:

- a. A report on the fair presentation of the City’s basic financial statements in conformity with generally accepted accounting principles.
- b. A report on the City’s compliance with major program requirements in accordance with the Uniform Guidance and a report on internal control over compliance with the Uniform Guidance.
- c. A report on the financial statements of the Measure O fund and a report on the City’s internal controls and compliance with Measure O Ordinance No. 2779.
- d. An agreed-upon procedures report on the annual calculation of the City’s appropriation limit in accordance with AT-C 215 Agreed-Upon Procedures Engagements..
- e. A report in accordance with *Government Auditing Standards* on the internal control and compliance over financial reporting.
 - 1. The internal control report shall communicate in writing to management any material weaknesses and significant deficiencies in internal control over financial reporting found during the audit. A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance (City Council).
 - 2. The compliance report shall communicate in writing matters of noncompliance with certain provisions of laws, regulations, contracts and grant agreements that could have a direct and material effect on financial reporting.

Preparation and submission of the State Controller’s reports for the City.

- f. 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.

Agreement No. _____

- 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 and changes in accounting policies
 3. Management judgments and accounting estimates
 4. Significant audit adjustments and uncorrected misstatements
 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

3. 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.

4. 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 seven (7) 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.

5. Management Letters

The auditor shall present samples for the City.

6. Schedule for the 2025-26 Fiscal Year Audit

The auditor should complete each of the following no later than the dates indicated.

Agreement No. _____

Preliminary Field Work to Begin	May 2025
Auditor Provides List of Schedules to be Completed	June 2025
Year End Field Work Begins	October 2025
Year End Field Work to be Completed	October 2025
Draft Audit Report and Recommendations Completed by Auditor	November 2025
Draft Audit Reports Returned to Auditor	November-December 2025
Revised Draft Auditor's Report Delivered to City	December 2025
Final Audit Reports and Management Letter Submitted to City On or before	December 30, 2025
Audits Presented to City Council for Acceptance	January – February 2026

7. Date Final Report is Due

- a. 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.

8. Assistance to be Provided to the Auditor

Finance Department and Clerical Assistance

- a. 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 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.
- b. 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 Standard - Cost per Hour	Discount	Discounted Rates - Cost per 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						
Deliverables	Estimated Hours	2024/25	2025/26	2026/27	2027/28	2028/29
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

Agreement No. _____

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)

INSURANCE REQUIREMENTS

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

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.

Agreement No. _____

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

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: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ 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 ☐ In which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, 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. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

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 _____



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: May 20, 2025

TO: City Council

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

SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements, and Fund Balances.

RECOMMENDATION

That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of March 2025.

(This item did not originate in Committee.)

BACKGROUND

California Government Code Section 41004 requires the City Treasurer to submit to the City Clerk and to file with the City's legislative body each month, a written report and accounting of all receipts, disbursements and fund balances. City Finance staff and the City Treasurer have worked together on the formatting of these reports and staff is presenting it to comply with the requirements of California Government Code Section 41004.

DISCUSSION

The Chief Financial Officer and Finance Department currently post reports to the City's public website showing a detailed accounting of all receipts (revenues), disbursements (expenses) and fund balances on a monthly basis. In addition, the Chief Financial Officer and Finance Staff maintain on the City's public website a link to an interactive financial reporting tool containing a variety of detailed reports as well as a customizable, searchable and downloadable database containing current and historical records of all revenue, expenditures, cash balances and accounts payable transactions. These reports and tools will continue to be made available to the City Council and members of the public; however, this report and accounting is also being submitted to comply with California Government Code section 41004.

The percentage of the current fiscal year elapsed is 75% through March 2025. Please note that due to seasonal factors and fluctuations in the timing of inflows and outflows, cash and fund balances can change significantly from month to month. Specifically, revenues are not received and expenditures are not paid uniformly throughout the fiscal year. Certain revenue sources are received in two (2) large single payments such as Property Taxes which are received in April and December. The data provided in these reports and in the online financial reporting tool are unaudited as of the time the reports were created. For audited financial reports, Council and the public should refer to the City's audited Annual Comprehensive Financial Report (ACFR). It should be noted that the revised budget amounts shown on the revenue and expense reports do not include prior year carryover for projects. This will be added when the prior fiscal year is finalized.

The attached Revenue Reports lists by fund, and by account within each fund, the fiscal year to date and monthly revenues for March 2025. The report includes the original fiscal year budget appropriation and the current revised

budget as well as the amount of budget remaining and the percent of budget recognized to date. The “Encumbrances” column does not apply to revenues. This report is generated by the City’s ERP financial system which recognizes revenue entries as a credit per accounting standards, which is why they appear on the report preceded by a “minus” symbol.

The attached Expense Report lists by fund, and by object code (i.e., expense category) within each fund, the monthly and fiscal year to date expenditures for March 2025. A list of the City’s object codes can be found in the Online Financial Reporting Tool on the City’s website at the following link: [chart of accounts](#). As with the Revenue Report, this report also includes the current year’s adopted budget and current revised budget as well as amounts that have been encumbered (committed) against a particular expense object, the amount of budget remaining for the year, and the percent of budget used to date.

The attached Balance Sheet Report lists by fund, and where applicable, by sub-fund, the total assets, liabilities (if any) and fund balance as of the end of each month once all accounting entries for that month have been posted. This report includes the current balance for each account type (asset, liability, fund balance) as well as the change from the prior month. Following the accounting standard of $\text{assets} = \text{liabilities} + \text{equity}$ ($\text{equity} = \text{fund balance for a city}$), the normal account balance dictates the sign of the entry: assets are debits (+), liabilities are credits (-), and fund balance either debit or credit with (-) indicating a positive fund balance and (+) indicating a negative fund balance.

The monthly unaudited financial reports can be found in the City’s website scrolling down to the Monthly Financial Report section after opening the following link:
<https://www.oxnard.gov/finance/financial-reporting>

Finance Department staff has also prepared the following summary of the year to date data as of March 31, 2025 for the General Fund, Enterprise Funds and All Funds.

Report as to March 31, 2025
Fund General Fund
Current Year Elapsed

Unaudited Financial Report

0.75%

	2024-25 Revised Budget	FY 2024-25 up to March 31, 2025	Actual vs Budget %
Revenues			
Taxes			
Property Taxes	73,192,898	38,509,280	52.6%
Sales Tax	112,516,933	72,676,375	64.6%
Transient Occupancy Tax	5,735,000	3,248,321	56.6%
Franchise Tax	4,768,000	720,502	15.1%
Buisness License Tax	6,970,000	5,969,645	85.6%
Other Taxes	1,500,000	793,326	52.9%
License and Permits	2,932,196	2,098,279	71.6%
Special revenues	2,728,788	1,924,464	70.5%
Fees and Charges	7,714,379	5,982,659	77.6%
Recreation Revenues	278,012	333,280	119.9%
Investment Income	2,509,860	3,485,042	138.9%
Miscellaneous	5,402,605	7,047,572	130.4%
Total Revenues	226,248,671	142,788,745	63.1%
Expenditures			
General Government			
City Council	642,900	427,175	66.4%
City Clerk	577,511	339,288	58.8%
City Manager	3,901,341	2,346,264	60.1%
City Attorney	2,571,847	1,695,682	65.9%
Finance	8,007,748	5,265,107	65.8%
Human Resources	3,510,751	2,263,444	64.5%
Police	76,259,159	54,435,964	71.4%
Fire	36,289,462	26,430,158	72.8%
Public Works	27,257,567	16,019,566	58.8%
Community Development	14,973,167	8,116,507	54.2%
Culture, Leisure and Library Services	13,004,040	8,606,158	66.2%
Housing	5,226,998	3,299,471	63.1%
Non Departmental	27,754,020	1,404,874	5.1%
Total Expenditures	219,976,511	130,649,658	59.4%
Excess of Revenue Over/(Under) Expenditures	6,272,160	12,139,087	193.5%
Other Financing Sources			
Net transfers	(22,673,838)	(15,064,605)	66.4%
Total Other Financing Sources	(22,673,838)	(15,064,605)	66.4%
Net Change in Fund Balance	(16,401,678)	(2,925,518)	17.8%

Notable areas of interest include:

General Fund-By Department

-

- Franchise Tax
 - *Franchise tax revenue is currently at 15.1% of the budgeted annual amount. Revenue received from Southern California Edison Company and Southern California Gas Company represents over 65% of the City's annual total in this area. That revenue is received in the month of April.*
- Investment Income
 - *Investment income is currently at 138.9% of the budgeted annual amount. Investment income for the fiscal year 2024-2024 was budgeted under the assumptions that interest rates would decrease in the current fiscal year.*
- Miscellaneous
 - *Miscellaneous revenue is currently at 130.4% of the budgeted annual amount. The main drivers of this revenue are continued monthly contributions being made for Ormond Beach development and increased Mutual Aid funds received to date.*
- Community Development
 - *Overall expenses in Community Development are currently at 54.2% of the budgeted annual amount. Numerous vacancies in Code Compliance and Engineering positions have led to reduced personnel costs.*
- Non-Departmental
 - *This category includes the City Council approved payments (\$20 million) toward long term pension debt that have yet to be paid. The contributions to the 115 trusts and CalPERS will be made before the end of the fiscal year.*

Report as to March 31, 2025
Fund General Fund
Current Year Elapsed

**Unaudited Financial
Report**

0.75%

Revenues

Taxes

Property Taxes	73,192,898	38,509,280	52.6%
Sales Tax	112,516,933	72,676,375	64.6%
Transient Occupancy Tax	5,735,000	3,248,321	56.6%
Franchise Tax	4,768,000	720,502	15.1%
Business License Tax	6,970,000	5,969,645	85.6%
Other Taxes	1,500,000	793,326	52.9%
License and Permits	2,932,196	2,098,279	71.6%
Special revenues	2,728,788	1,924,464	70.5%
Fees and Charges	7,714,379	5,982,659	77.6%
Recreation Revenues	278,012	333,280	119.9%
Investment Income	2,509,860	3,485,042	138.9%
Miscellaneous	5,402,605	7,047,572	130.4%

Total Revenues

226,248,671 142,788,745 63.1%

Expenditures

Employment	170,075,022	109,936,054	64.6%
Supplies	5,394,719	2,996,006	55.5%
Services	27,799,927	12,024,868	43.3%
Utilities and Energy	5,499,817	3,581,871	65.1%
Maintenance	734,483	218,870	29.8%
Capital Expenditures	1,265,747	134,425	10.6%
Financing	9,206,796	1,757,565	19.1%

Total Expenditures

219,976,511 130,649,659 59.4%

Excess of Revenue Over/(Under) Expenditures

6,272,160 12,139,086 193.5%

Other Financing Sources

Net transfers

(22,673,838) (15,064,605) 66.4%

Total Other Financing Sources

(22,673,838) (15,064,605) 66.4%

Net Change in Fund Balance

(16,401,678) (2,925,519) 17.8%

General Fund-By Expenditure

- Capital Expenditures
 - Overall expenses in Capital expenditures are currently at 10.6% of the budgeted annual amount. Difficulties in vehicle and equipment acquisition have led to reduced costs in this area.
- Financing
 - This category includes debt service for which the principal is paid in the last quarter of the fiscal year.

Report as to **Mar 31, 2025**
 Fund **Enterprise Funds**
 Current Year Elapsed

Unaudited Financial Report			0.75%
2024-25 Revised Budget	FY 2024-25 up to Mar 31, 2025	Actual vs Budget %	
Revenues			
Fees and Charges	1,378,450	1,160,394	84.2%
Recreation Revenues	6,500,000	4,591,232	70.6%
Utilities	169,462,087	122,425,973	72.2%
Investment Income	4,538,719	1,209,546	26.6%
Miscellaneous	85,609,951	973,551	1.1%
Total Revenues	267,489,207	130,360,696	48.7%
Expenditures			
Employment	51,118,365	35,395,761	69.2%
Supplies	9,923,032	6,238,269	62.9%
Services	105,821,309	28,370,918	26.8%
Utilities and energy	48,423,044	30,635,243	63.3%
Maintenance	750,052	242,338	32.3%
Capital expenditures	85,201,712	1,513,851	1.8%
Financing	32,148,384	8,720,898	27.1%
Insurance	126,000	26,035	20.7%
Total Expenditures	333,511,898	111,143,313	33.3%
Excess of Revenue Over/(Under) Expenditures	(66,022,691)	19,217,383	-29.1%
Other Financing Sources			
Transfers in	239,341	672,747	281.1%
Transfers out	(29,083,200)	(14,477,149)	49.8%
Net transfers	(28,843,859)	(13,804,402)	47.9%
Total Other Financing Sources	(28,843,859)	(13,804,402)	47.9%
Net Change in Fund Balance	(94,866,550)	5,412,981	-5.7%

Enterprise Funds

- Miscellaneous
 - *The budget amount of \$85,609,951 included debt proceeds from the State Revolving Fund and the Water Infrastructure Finance and Innovation Act (WIFIA) programs that have not been received yet.*
- Capital Expenditures
 - *This category includes appropriations for multi-year projects that have not yet begun and/or been completed.*
- Financing
 - *This category includes debt service for which the principal is paid in the last quarter of the fiscal year.*

Report as to Mar 31, 2025
Fund All Funds
Current Year Elapsed

Unaudited Financial Report

0.75%

Revenues

Taxes

Property Taxes	91,092,225	48,842,234	53.6%
Sales Tax	131,798,520	83,948,564	63.7%
Transient Occupancy Tax	5,735,000	3,248,321	56.6%
Franchise Tax	5,128,000	864,584	16.9%
Business License Tax	6,970,000	6,001,000	86.1%
Other Taxes	1,500,000	793,326	52.9%
License and Permits	7,891,983	4,522,058	57.3%
Special revenues	14,139,448	9,593,519	67.8%
Fees and Charges	9,892,468	8,008,082	81.0%
Recreation Revenues	6,778,012	4,924,512	72.7%
Utilities	169,462,087	122,425,973	72.2%
Special Assessments	14,243,961	7,350,288	51.6%
Grant revenue	200,529,909	11,238,214	5.6%
Investment Income	10,343,775	6,374,460	61.6%
Miscellaneous	91,798,125	8,222,971	9.0%

Total Revenues

767,303,513 326,358,106 42.5%

Expenditures

Employment	280,140,058	178,614,385	63.8%
Supplies	23,618,097	11,985,708	50.7%
Services	383,515,422	80,985,537	21.1%
Utilities and energy	61,269,171	38,966,083	63.6%
Maintenance	5,390,735	1,329,388	24.7%
Capital expenditures	148,308,060	4,246,707	2.9%
Financing	61,611,509	17,817,945	28.9%
Insurance	19,002,698	12,967,620	68.2%

Total Expenditures

982,855,750 346,913,373 35.3%

Excess of Revenue Over/(Under) Expenditures

(215,552,237) (20,555,267) 9.5%

Other Financing Sources

Net transfers	(7,112,019)	7,426,493	-104.4%
---------------	-------------	-----------	---------

Total Other Financing Sources

(7,112,019) 7,426,493 -104.4%

Net Change in Fund Balance

(222,664,256) (13,128,774) 5.9%

All Funds

- Grant Revenue
 - The budgeted amount includes the full appropriation for the Rice avenue overpass in the amount of \$98 million. This grant will be received over the multiple years as the project is executed.

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.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. FY2024-25 Revenue for March 2025
2. FY2024-25 Expense for March 2025
3. FY 2024-25 Fund Balance for March 2025

YEAR-TO-DATE BUDGET REPORT
REVENUE - MARCH 2025

FOR 2025 09

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND									
1011001	40100	PROPERTY-CURRENT SEC	-38,743,622	-38,743,622	-21,818,109.93	.00	.00	-16,925,512.07	56.3%
1011001	40120	PROPERTY-CURRENT UNS	-1,334,661	-1,334,661	-778,614.42	.00	.00	-556,046.58	58.3%
1011001	40130	PROPERTY-DELIQ UNSE	-42,000	-42,000	-47,064.80	.00	.00	5,064.80	112.1%
1011001	40140	SUPPLEMENTAL ROLL TA	-563,769	-704,711	.00	.00	.00	-704,711.00	.0%
1011001	40170	RESIDUAL DISTRIB TO	-6,199,000	-6,199,000	-2,681,657.53	.00	.00	-3,517,342.47	43.3%
1011001	40180	INTEREST, PENALTIES	-256,083	-256,083	-167,324.53	-21,368.60	.00	-88,758.47	65.3%
1011001	40190	PROP TAX-IN LIEU OF	-25,152,433	-25,378,932	-12,689,465.91	.00	.00	-12,689,466.09	50.0%
1011001	40195	PROPERTY TRANSFER TA	-480,000	-533,889	-327,043.13	-44,180.10	.00	-206,845.87	61.3%
1011001	40200	SALES TAX REVENUE	-55,716,933	-55,716,933	-38,728,662.97	-4,711,654.37	.00	-16,988,270.03	69.5%
1011001	40210	SALES TAX - MEASURE	-57,885,198	-56,800,000	-33,947,711.89	-4,381,640.84	.00	-22,852,288.11	59.8%
1011001	40300	TRANSIENT OCCUPANCY	-5,810,000	-5,735,000	-3,248,321.17	-415,939.47	.00	-2,486,678.83	56.6%
1011001	40400	FRANCHISE FEES	-4,768,000	-4,768,000	-720,502.06	-17,968.84	.00	-4,047,497.94	15.1%
1011001	40500	BUSINESS LICENSE FEE	-6,970,000	-6,970,000	-5,969,645.03	-678,688.79	.00	-1,000,354.97	85.6%
1011001	40600	CANNABIS TAX REVENUE	-1,100,000	-1,500,000	-793,325.58	-8,038.81	.00	-706,674.42	52.9%
1011001	41400	CANNABIS PERMIT FEES	-11,610	-11,610	-10,735.00	-705.00	.00	-875.00	92.5%
1011001	41500	OTHER LICENSE & PERM	-340,770	-340,770	-259,778.12	-61,899.89	.00	-80,991.88	76.2%
1011001	42400	HOMEOWNER PROP TAX R	-238,378	-238,378	-33,496.02	.00	.00	-204,881.98	14.1%
1011001	42410	STATE MANDATE COST R	-222,472	-165,279	-88,598.52	-1,105.00	.00	-76,680.48	53.6%
1011001	42430	PUBLIC SAFETY AUGMEN	-2,005,500	-1,860,500	-1,309,298.56	-203,581.52	.00	-551,201.44	70.4%
1011001	42440	PAYMENT IN LIEU OF P	-22,735	-22,735	-22,735.00	.00	.00	.00	100.0%
1011001	42450	VEHICLE LICENSE FEES	0	-230,000	-318,020.65	.00	.00	88,020.65	138.3%
1011001	43060	MISC PLANNING FEES	-3,960	-3,960	-2,361.20	-262.55	.00	-1,598.80	59.6%
1011001	43230	COURT FINES - NON-TR	-262,610	-262,610	-100,589.08	-24,769.01	.00	-162,020.92	38.3%
1011001	43264	WITNESS FEE	0	0	-5,885.00	-275.00	.00	5,885.00	100.0%
1011001	43300	RENTAL REVENUE (SHOR	-60,000	-14,772	-11,082.87	-1,231.43	.00	-3,689.13	75.0%
1011001	43310	LEASE REVENUE (LONG	0	0	-23,614.98	-23,614.98	.00	23,614.98	100.0%
1011001	43400	DAMAGE REIMBURSEMENT	-5,600	-5,600	-3,031.90	-471.68	.00	-2,568.10	54.1%
1011001	47000	MISCELLANEOUS REVENU	-135,532	-435,532	-44,754.78	.00	.00	-390,777.22	10.3%
1011001	47000	T0022 MISCELLANEOUS R	0	0	-124,701.35	.00	.00	124,701.35	100.0%
1011001	47000	T0190 MISCELLANEOUS R	0	0	-2,651,515.14	-277,777.78	.00	2,651,515.14	100.0%
1011001	47100	INTEREST INC- INVEST	-2,819,380	-2,504,427	-2,571,479.63	-284,304.17	.00	67,052.63	102.7%
1011001	47100	T0190 INTEREST INC- I	0	0	-16,082.90	.00	.00	16,082.90	100.0%
1011001	47101	INTEREST INC-VCIP	0	0	-370,072.12	.00	.00	370,072.12	100.0%
1011001	47110	OTHER INTEREST INCOM	-1,000	-1,000	-322,190.16	383.03	.00	321,190.16*****	
1011001	47120	GAIN/LOSS ON SALE OF	-3,000	-3,000	-200,067.00	.00	.00	197,067.00	6668.9%
1011001	47300	T0162 DONATIONS AND C	0	0	-172,502.45	.00	.00	172,502.45	100.0%
1011001	47700	OTHER REIMBURSEMENTS	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
1011001	47800	SALES OF ASSETS	-156,258	-156,258	-58,023.77	.00	.00	-98,234.23	37.1%
1011001	49020	TRANSFER IN - INTRA	-503,518	150,000	.00	.00	.00	150,000.00	.0%
1011001	49200	INDIRECT COST REIMB	-8,136,766	-8,402,863	-6,235,247.37	-700,213.57	.00	-2,167,615.63	74.2%

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1011302	47000	T0152 MISCELLANEOUS R	0	0	600.00	.00	.00	-600.00	100.0%
1011401	47000	MISCELLANEOUS REVENU	-5,500	-5,500	-3,400.00	-200.00	.00	-2,100.00	61.8%
1011501	47110	OTHER INTEREST INCOM	-1,433	-1,433	-5,150.00	.00	.00	3,717.00	359.4%
1011501	47700	OTHER REIMBURSEMENTS	-1,020	-1,020	-3,701.37	.00	.00	2,681.37	362.9%
1011501	49000	TRANSFERS IN (LABOR)	-10,404	-10,404	.00	.00	.00	-10,404.00	.0%
1011601	47000	MISCELLANEOUS REVENU	-26,000	-26,000	-19,681.82	-5,568.35	.00	-6,318.18	75.7%
1011611	47000	MISCELLANEOUS REVENU	0	0	-29,633.39	.00	.00	29,633.39	100.0%
1011621	43260	MISCELLANEOUS FEES	-14,000	-14,000	-23,690.04	-3,056.00	.00	9,690.04	169.2%
1011621	47910	REVENUES IN SUSPENSE	0	0	-36,097.39	-46,031.92	.00	36,097.39	100.0%
1011701	47000	MISCELLANEOUS REVENU	0	0	-10.90	.00	.00	10.90	100.0%
1012111	41500	OTHER LICENSE & PERM	-82,885	-151,236	-147,774.00	262.00	.00	-3,462.00	97.7%
1012111	42420	B2302 POST POLICE OFF	-76,800	-211,896	-152,314.92	-55,537.34	.00	-59,581.08	71.9%
1012111	43000	FALSE ALARM FINE	-289,912	-236,116	-152,948.48	-15,954.48	.00	-83,167.52	64.8%
1012111	43210	PARKING FINES	-1,780,006	-1,780,006	-1,097,997.63	-298,838.55	.00	-682,008.37	61.7%
1012111	47000	MISCELLANEOUS REVENU	-5,100	-5,100	.00	.00	.00	-5,100.00	.0%
1012111	47700	OTHER REIMBURSEMENTS	-1,473,956	-1,598,574	-483,196.40	-10,106.56	.00	-1,115,377.60	30.2%
1012113	43250	MISCELLANEOUS FINES	-51,400	-105,536	-72,205.34	-28,737.05	.00	-33,330.66	68.4%
1012121	47700	OTHER REIMBURSEMENTS	-128,256	-93,450	-32,096.72	.00	.00	-61,353.28	34.3%
1012121	47800	SALES OF ASSETS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012131	43260	MISCELLANEOUS FEES	-384,749	-570,144	-424,276.69	-41,438.50	.00	-145,867.31	74.4%
1012131	47000	MISCELLANEOUS REVENU	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012501	47700	OTHER REIMBURSEMENTS	-1,345,000	-3,000	-1,415.85	.00	.00	-1,584.15	47.2%
1012501	47700	B2501 OTHER REIMBURSE	0	-25,000	-25,000.00	.00	.00	.00	100.0%
1012501	47700	F2507 OTHER REIMBURSE	0	0	-339,004.07	-339,004.07	.00	339,004.07	100.0%
1012501	47700	F2511 OTHER REIMBURSE	0	0	-17,804.00	-17,804.00	.00	17,804.00	100.0%
1012501	47700	T0048 OTHER REIMBURSE	0	-2,708,701	-2,893,157.36	-449,454.61	.00	184,456.36	106.8%
1012501	49025	TRANSFERS IN - INTER	0	-353,518	.00	.00	.00	-353,518.00	.0%
1012511	41100	FIRE INSPECTION FEES	-300,000	-450,000	-358,329.43	-23,284.00	.00	-91,670.57	79.6%
1012511	41500	OTHER LICENSE & PERM	-200,000	-200,000	-193,458.55	-13,625.25	.00	-6,541.45	96.7%
1012511	43000	FALSE ALARM FINE	0	-25,000	-59,447.94	-6,750.00	.00	34,447.94	237.8%
1012511	47700	OTHER REIMBURSEMENTS	0	0	-750.70	.00	.00	750.70	100.0%
1013101	49000	TRANSFERS IN (LABOR)	-1,144,328	-1,144,328	.00	.00	.00	-1,144,328.00	.0%
1013101	49000	C1702 TRANSFERS IN (L	0	0	-21,135.91	.00	.00	21,135.91	100.0%
1013101	49000	C1703 TRANSFERS IN (L	0	0	-17,456.13	.00	.00	17,456.13	100.0%
1013101	49000	C1809 TRANSFERS IN (L	0	0	-40,781.85	.00	.00	40,781.85	100.0%
1013101	49000	C1901 TRANSFERS IN (L	0	0	-28,222.77	.00	.00	28,222.77	100.0%
1013101	49000	C2005 TRANSFERS IN (L	0	0	-1,480.18	.00	.00	1,480.18	100.0%
1013101	49000	C2021 TRANSFERS IN (L	0	0	-21,465.40	.00	.00	21,465.40	100.0%
1013101	49000	C2023 TRANSFERS IN (L	0	0	-38,832.74	.00	.00	38,832.74	100.0%
1013101	49000	C2026 TRANSFERS IN (L	0	0	-708.01	.00	.00	708.01	100.0%
1013101	49000	C2027 TRANSFERS IN (L	0	0	-573.14	.00	.00	573.14	100.0%
1013101	49000	C2040 TRANSFERS IN (L	0	0	-1,148.16	.00	.00	1,148.16	100.0%
1013101	49000	C2101 TRANSFERS IN (L	0	0	-89.08	.00	.00	89.08	100.0%
1013101	49000	C2102 TRANSFERS IN (L	0	0	-115,116.17	.00	.00	115,116.17	100.0%

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1013101	49000	C2104 TRANSFERS IN (L	0	0	-6,378.21	.00	.00	6,378.21	100.0%
1013101	49000	C2115 TRANSFERS IN (L	0	0	-15,420.80	.00	.00	15,420.80	100.0%
1013101	49000	C2124 TRANSFERS IN (L	0	0	-397.40	.00	.00	397.40	100.0%
1013101	49000	C2205 TRANSFERS IN (L	0	0	-90,390.16	.00	.00	90,390.16	100.0%
1013101	49000	C2209 TRANSFERS IN (L	0	0	-122,194.98	.00	.00	122,194.98	100.0%
1013101	49000	C2211 TRANSFERS IN (L	0	0	-2,675.44	.00	.00	2,675.44	100.0%
1013101	49000	C2212 TRANSFERS IN (L	0	0	-46,280.36	.00	.00	46,280.36	100.0%
1013101	49000	C2215 TRANSFERS IN (L	0	0	-15,023.53	.00	.00	15,023.53	100.0%
1013101	49000	C2216 TRANSFERS IN (L	0	0	-5,692.82	.00	.00	5,692.82	100.0%
1013101	49000	C2217 TRANSFERS IN (L	0	0	-305.10	.00	.00	305.10	100.0%
1013101	49000	C2218 TRANSFERS IN (L	0	0	-130.83	.00	.00	130.83	100.0%
1013101	49000	C2220 TRANSFERS IN (L	0	0	-74,725.14	.00	.00	74,725.14	100.0%
1013101	49000	C2226 TRANSFERS IN (L	0	0	-12,534.91	.00	.00	12,534.91	100.0%
1013101	49000	C2229 TRANSFERS IN (L	0	0	-404.58	.00	.00	404.58	100.0%
1013101	49000	C2231 TRANSFERS IN (L	0	0	-376.86	.00	.00	376.86	100.0%
1013101	49000	C2249 TRANSFERS IN (L	0	0	-3,448.23	.00	.00	3,448.23	100.0%
1013101	49000	C2251 TRANSFERS IN (L	0	0	-8,805.31	.00	.00	8,805.31	100.0%
1013101	49000	C2255 TRANSFERS IN (L	0	0	-30,765.87	.00	.00	30,765.87	100.0%
1013101	49000	C2305 TRANSFERS IN (L	0	0	-3,055.48	.00	.00	3,055.48	100.0%
1013101	49000	C2306 TRANSFERS IN (L	0	0	-2,060.36	.00	.00	2,060.36	100.0%
1013101	49000	C2312 TRANSFERS IN (L	0	0	-23,054.84	.00	.00	23,054.84	100.0%
1013101	49000	C2313 TRANSFERS IN (L	0	0	-1,573.39	.00	.00	1,573.39	100.0%
1013101	49000	C2553 TRANSFERS IN (L	0	0	-479.55	.00	.00	479.55	100.0%
1013101	49000	M0301 TRANSFERS IN (L	0	0	-5,362.94	.00	.00	5,362.94	100.0%
1013101	49000	M2210 TRANSFERS IN (L	0	0	-878.56	.00	.00	878.56	100.0%
1013102	43050	PLAN CHECK FEES	-53,624	-53,624	-54,360.00	-5,626.00	.00	736.00	101.4%
1013102	43400	DAMAGE REIMBURSEMENT	-31,125	-31,125	-43,569.28	-7,110.08	.00	12,444.28	140.0%
1013102	47700	OTHER REIMBURSEMENTS	-4,500	-4,500	-2,250.00	.00	.00	-2,250.00	50.0%
1013102	49000	TRANSFERS IN (LABOR)	-66,000	-66,000	.00	.00	.00	-66,000.00	.0%
1013102	49000	C1301 TRANSFERS IN (L	0	0	-8,657.20	.00	.00	8,657.20	100.0%
1013102	49000	C1302 TRANSFERS IN (L	0	0	-1,228.52	.00	.00	1,228.52	100.0%
1013102	49000	C2416 TRANSFERS IN (L	0	0	-1,000.00	.00	.00	1,000.00	100.0%
1013102	49000	C2504 TRANSFERS IN (L	0	0	-885.30	.00	.00	885.30	100.0%
1013201	47000	T0019 MISCELLANEOUS R	0	0	-382.43	.00	.00	382.43	100.0%
1013301	43120	OTHER CONCESSIONS	-134,508	-134,508	-119,544.95	-5,405.98	.00	-14,963.05	88.9%
1013301	43130	LEASED SPACE - CELLU	-124,496	-124,496	-116,947.37	-14,703.56	.00	-7,548.63	93.9%
1013301	43210	PARKING FINES	-165	-165	.00	.00	.00	-165.00	.0%
1013301	43400	C2327 DAMAGE REIMBURS	0	-210,955	.00	.00	.00	-210,955.17	.0%
1013301	47000	MISCELLANEOUS REVENU	-55,920	-55,920	-1,597.50	-22.50	.00	-54,322.50	2.9%
1013301	49000	C2317 TRANSFERS IN (L	0	0	-30,635.21	.00	.00	30,635.21	100.0%
1013301	49020	TRANSFER IN - INTRA	-5,000	-5,000	-5,000.00	.00	.00	.00	100.0%
1013302	43400	DAMAGE REIMBURSEMENT	-2,500	-2,500	-31,449.54	-2,188.21	.00	28,949.54	1258.0%
1013302	47000	MISCELLANEOUS REVENU	-15,500	-15,500	-6,891.20	.00	.00	-8,608.80	44.5%
1013303	47000	MISCELLANEOUS REVENU	-10,000	-10,000	-3,912.40	-406.87	.00	-6,087.60	39.1%

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1013401	43400	DAMAGE REIMBURSEMENT	-11,000	-11,000	-48,545.85	-7,157.88	.00	37,545.85	441.3%
1013401	47000	MISCELLANEOUS REVENU	0	0	-3,085.75	.00	.00	3,085.75	100.0%
1013401	47700	T0022 OTHER REIMBURSE	0	0	-4,693.27	.00	.00	4,693.27	100.0%
1014101	41450	CANNABIS PERMIT RENE	-109,648	-109,648	-83,448.00	.00	.00	-26,200.00	76.1%
1014101	41500	OTHER LICENSE & PERM	-50,000	-50,000	-42,386.74	-10,028.59	.00	-7,613.26	84.8%
1014101	43030	GENERAL PLAN MAINTEN	-300,000	-211,831	51.28	.00	.00	-211,882.28	.0%
1014101	43030	M1404 GENERAL PLAN MA	0	0	-138,684.03	-9,776.88	.00	138,684.03	100.0%
1014101	43040	ZONING-SUB FEES STAN	-450,000	-450,000	-276,569.54	-29,866.17	.00	-173,430.46	61.5%
1014101	43060	MISC PLANNING FEES	-23,000	-17,295	-11,060.00	-3,700.00	.00	-6,235.00	63.9%
1014101	43260	MISCELLANEOUS FEES	-2,331	-7,796	-3,624.20	.00	.00	-4,171.80	46.5%
1014101	47700	OTHER REIMBURSEMENTS	-200,000	-200,000	-47,291.72	-3,613.75	.00	-152,708.28	23.6%
1014101	49000	G2320 TRANSFERS IN (L	0	0	-16,139.34	.00	.00	16,139.34	100.0%
1014102	41000	BUILDING PERMIT FEES	-979,548	-1,086,485	-637,138.35	-59,701.30	.00	-449,346.65	58.6%
1014102	41001	PLUMBING PERMIT FEES	-137,969	-114,225	-69,475.18	-5,469.56	.00	-44,749.82	60.8%
1014102	41002	ELECTRICAL PERMIT FE	-160,207	-160,207	-120,559.80	-8,160.70	.00	-39,647.20	75.3%
1014102	41003	HEATING/VENT PERMIT	-80,717	-56,857	-37,914.07	-3,980.02	.00	-18,942.93	66.7%
1014102	41500	OTHER LICENSE & PERM	-201,158	-201,158	-137,282.00	-13,095.00	.00	-63,876.00	68.2%
1014102	43010	INSPECTION FEES	0	0	1,844.03	134.13	.00	-1,844.03	100.0%
1014102	43011	INSPECTION FEES/TRAC	-680,000	-900,000	-892,495.14	-631,674.64	.00	-7,504.86	99.2%
1014102	43012	INSPECTION FEES/ENCR	-216,810	-216,810	-324,087.03	-69,410.14	.00	107,277.03	149.5%
1014102	43013	INSPECTOR OT REIMBUR	-40,000	-80,000	-105,130.70	-21,685.20	.00	25,130.70	131.4%
1014102	43014	INSPECTION FEES/ENER	-50,417	-27,221	-14,790.74	-597.21	.00	-12,430.26	54.3%
1014102	43051	PLAN CHECK FEES/BLDG	-1,200,000	-1,085,340	-682,447.50	-60,316.51	.00	-402,892.50	62.9%
1014102	43052	PLAN CHECK FEES/ENGI	-400,000	-500,000	-629,279.47	-203,214.10	.00	129,279.47	125.9%
1014102	43053	PLAN CHECK FEES/ENER	-49,280	-18,786	-11,103.17	-507.64	.00	-7,682.83	59.1%
1014102	43054	PLAN CHECK FEES/ELEC	-128,625	-79,995	-43,922.20	-2,787.93	.00	-36,072.80	54.9%
1014102	43055	PLAN CHECK FEES/MECH	-35,610	-12,276	-8,090.95	-533.93	.00	-4,185.05	65.9%
1014102	43056	PLAN CHECK FEES/PLUM	-67,650	-20,823	-13,844.73	-661.84	.00	-6,978.27	66.5%
1014102	43060	MISC PLANNING FEES	-3,842	-1,921	-640.36	-320.18	.00	-1,280.64	33.3%
1014102	43260	MISCELLANEOUS FEES	-132,000	-132,000	-94,993.92	-9,491.11	.00	-37,006.08	72.0%
1014102	47000	MISCELLANEOUS REVENU	0	0	.02	.00	.00	.02	100.0%
1014102	47700	OTHER REIMBURSEMENTS	0	-6,000	.00	.00	.00	-6,000.00	.0%
1014103	43010	INSPECTION FEES	0	0	-1,113.00	.00	.00	1,113.00	100.0%
1014103	43250	MISCELLANEOUS FINES	-88,000	-100,000	-97,816.25	-28,632.25	.00	-2,183.75	97.8%
1014103	43260	MISCELLANEOUS FEES	0	0	-150.00	.00	.00	150.00	100.0%
1014103	47000	MISCELLANEOUS REVENU	0	0	-54.00	.00	.00	54.00	100.0%
1015401	43300	RENTAL REVENUE (SHOR	-2,000	-2,000	-3,045.38	-40.50	.00	1,045.38	152.3%
1015402	43250	MISCELLANEOUS FINES	-200	-407	-903.67	-156.50	.00	496.67	222.0%
1015402	47700	OTHER REIMBURSEMENTS	-1,200	-1,620	-2,376.29	-86.75	.00	756.29	146.7%
1015403	47000	MISCELLANEOUS REVENU	-2,500	-2,500	-3,688.29	-604.96	.00	1,188.29	147.5%
1015405	43250	MISCELLANEOUS FINES	0	0	-66.40	.00	.00	66.40	100.0%
1015405	47000	MISCELLANEOUS REVENU	-1,830	-1,830	-2,852.42	-353.52	.00	1,022.42	155.9%
1015405	47700	OTHER REIMBURSEMENTS	-15,600	-15,600	-11,251.05	-1,398.99	.00	-4,348.95	72.1%
1015501	43120	T0073 OTHER CONCESSIO	0	0	-855.00	.00	.00	855.00	100.0%

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1015501	43300	RENTAL REVENUE (SHOR	-90,000	-90,000	-6,702.75		.00	-83,297.25	7.4%
1015501	43300	T0061 RENTAL REVENUE	0	0	-50,770.73		.00	50,770.73	100.0%
1015501	43300	T0062 RENTAL REVENUE	0	0	-16,976.25		.00	16,976.25	100.0%
1015501	43300	T0078 RENTAL REVENUE	0	0	-1,120.00		.00	1,120.00	100.0%
1015501	43300	T0083 RENTAL REVENUE	0	0	-12,831.38		.00	12,831.38	100.0%
1015501	43300	T0092 RENTAL REVENUE	0	0	-882.76		.00	882.76	100.0%
1015501	43310	LEASE REVENUE (LONG	-105,948	-105,948	.00		.00	-105,948.00	.0%
1015501	43310	T0078 LEASE REVENUE (	0	0	-79,465.05	-8,829.45	.00	79,465.05	100.0%
1015501	44000	YOUTH ADULT SPORTS	-20,000	-20,000	.00		.00	-20,000.00	.0%
1015501	44000	T0073 YOUTH ADULT SPO	0	0	-15,202.24	-400.00	.00	15,202.24	100.0%
1015501	44010	RECREATION CLASS FEE	-16,800	-16,800	.00		.00	-16,800.00	.0%
1015501	44010	T0075 RECREATION CLAS	0	0	-15,960.47	-2,008.12	.00	15,960.47	100.0%
1015501	44010	T0076 RECREATION CLAS	0	0	-345.45	-131.25	.00	345.45	100.0%
1015501	44020	SPECIAL EVENTS	-10,000	-30,000	.00		.00	-30,000.00	.0%
1015501	44020	T0067 SPECIAL EVENTS	0	0	-26,737.21	-1,580.00	.00	26,737.21	100.0%
1015501	44020	T0156 SPECIAL EVENTS	0	0	-6,800.00	.00	.00	6,800.00	100.0%
1015501	44030	SEASONAL DAY CAMP	-15,000	-15,000	.00		.00	-15,000.00	.0%
1015501	44030	T0080 SEASONAL DAY CA	0	0	-9,786.93	.00	.00	9,786.93	100.0%
1015501	49940	M1910 TRANSFER IN - M	-85,735	-85,735	.00		.00	-85,735.00	.0%
1015502	44000	YOUTH ADULT SPORTS	-22,000	-22,000	.00		.00	-22,000.00	.0%
1015502	44000	T0090 YOUTH ADULT SPO	0	0	-63,275.55	-13,560.00	.00	63,275.55	100.0%
1015502	44020	SPECIAL EVENTS	-167,912	-167,912	.00		.00	-167,912.00	.0%
1015502	44020	T0068 SPECIAL EVENTS	0	0	-185,913.14	-108,848.15	.00	185,913.14	100.0%
1015502	49940	M1911 TRANSFER IN - M	-107,673	-107,673	.00		.00	-107,673.00	.0%
1015503	43300	RENTAL REVENUE (SHOR	-5,000	0	.00		.00	.00	.0%
1015503	44020	SPECIAL EVENTS	-5,000	-1,300	.00		.00	-1,300.00	.0%
1015503	44020	T0063 SPECIAL EVENTS	0	0	-1,814.48	-107.84	.00	1,814.48	100.0%
1015503	44020	T0065 SPECIAL EVENTS	0	0	-1,145.00	.00	.00	1,145.00	100.0%
1015503	47000	MISCELLANEOUS REVENU	-14,000	-14,000	-9,129.00	-1,083.00	.00	-4,871.00	65.2%
1015503	47300	DONATIONS AND CONTRI	0	0	-1,500.00	.00	.00	1,500.00	100.0%
1015511	44020	SPECIAL EVENTS	-5,000	-5,000	-6,300.00	-1,400.00	.00	1,300.00	126.0%
1015511	47000	MISCELLANEOUS REVENU	-6,000	-6,000	-8,804.22	.00	.00	2,804.22	146.7%
1015511	49000	TRANSFERS IN (LABOR)	-76,000	-76,000	-38,064.00	-38,064.00	.00	-37,936.00	50.1%
1015511	49940	M1103 TRANSFER IN - M	-1,321,263	-1,321,263	-990,947.25	-110,105.25	.00	-330,315.75	75.0%
1018104	43260	MISCELLANEOUS FEES	-67,813	-67,813	-69,543.80	-11,739.24	.00	1,730.80	102.6%
1018104	47000	MISCELLANEOUS REVENU	0	0	-1,965.54	-1,876.14	.00	1,965.54	100.0%
TOTAL GENERAL FUND			-235,748,161	-237,671,455	-150,875,975.01	-14,736,522.31	.00	-86,795,480.16	63.5%
TOTAL REVENUES			-235,748,161	-237,671,455	-150,875,975.01	-14,736,522.31	.00	-86,795,480.16	
104 HALF CENT SALES TAX - MEAS 0									
1041001	40200	SALES TAX REVENUE	-19,281,587	-19,281,587	-11,272,189.41	-1,465,274.09	.00	-8,009,397.59	58.5%

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104	HALF CENT SALES TAX - MEAS O	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1041001 47100	INTEREST INC- INVEST	-458,067	-458,067	-194,314.14	.00	.00	-263,752.86	42.4%
1041001 47110	OTHER INTEREST INCOM	0	0	-18,286.29	-292.86	.00	18,286.29	100.0%
1041001 49500	PRINCIPAL PAYMENTS R	-1,821,057	-1,821,057	.00	.00	.00	-1,821,057.00	.0%
1041001 49510	INTEREST PAYMENTS -	-54,632	-54,632	.00	.00	.00	-54,632.00	.0%
TOTAL HALF CENT SALES TAX - MEAS		-21,615,343	-21,615,343	-11,484,789.84	-1,465,566.95	.00	-10,130,553.16	53.1%
TOTAL REVENUES		-21,615,343	-21,615,343	-11,484,789.84	-1,465,566.95	.00	-10,130,553.16	
105 STREET MAINTENANCE (IUF) FUND								
1051001 49160	INFRASTRUCTURE USE F	0	-1,024,234	.00	.00	.00	-1,024,234.00	.0%
TOTAL STREET MAINTENANCE (IUF) FU		0	-1,024,234	.00	.00	.00	-1,024,234.00	.0%
TOTAL REVENUES		0	-1,024,234	.00	.00	.00	-1,024,234.00	
114 STORM WATER MANAGEMENT FUND								
1141001 49910	TRANSFER IN - STORM	-1,727,179	-1,727,179	-1,214,865.85	-322,057.27	.00	-512,313.15	70.3%
1143501 46200	SPECIAL ASSMNT REV-O	-341,909	-341,909	.00	.00	.00	-341,909.00	.0%
1143501 47700	OTHER REIMBURSEMENTS	0	0	-830.00	.00	.00	830.00	100.0%
TOTAL STORM WATER MANAGEMENT FUND		-2,069,088	-2,069,088	-1,215,695.85	-322,057.27	.00	-853,392.15	58.8%
TOTAL REVENUES		-2,069,088	-2,069,088	-1,215,695.85	-322,057.27	.00	-853,392.15	
119 PUBLIC SAFETY RETIREMENT FUND								
1191001 40160	PUBLIC SAFETY PROPER	-17,899,327	-17,899,327	-10,332,953.32	.00	.00	-7,566,373.68	57.7%
TOTAL PUBLIC SAFETY RETIREMENT FU		-17,899,327	-17,899,327	-10,332,953.32	.00	.00	-7,566,373.68	57.7%
TOTAL REVENUES		-17,899,327	-17,899,327	-10,332,953.32	.00	.00	-7,566,373.68	
120 MAINT ASSMNT DIST								
20003801 47100	INTEREST INC- INVES	6,110	6,110	187.68	.00	.00	5,922.32	3.1%
20003801 49000	G2232 TRANSFERS IN (	0	0	-232.56	.00	.00	232.56	100.0%
20003801 49020	TRANSFER IN - INTRA	-3,280,226	-3,240,626	-321,598.88	.00	.00	-2,919,027.12	9.9%

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120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
20003801	49025	TRANSFERS IN - INTE		0	-39,600	.00	.00	.00	-39,600.00	.0%
20303801	46100	SPECIAL ASSMNT REV-		-80,981	-80,981	-47,082.75	.00	.00	-33,898.25	58.1%
20303801	47100	INTEREST INC- INVES		-3,932	-3,932	126.61	.00	.00	-4,058.61	-3.2%
20303801	49920	TRANSFER IN - SP. D		-1,885	-1,885	.00	.00	.00	-1,885.00	.0%
21003801	46100	SPECIAL ASSMNT REV-		-23,635	-23,635	-12,899.08	.00	.00	-10,735.92	54.6%
21003801	47100	INTEREST INC- INVES		-673	-673	-97.21	.00	.00	-575.79	14.4%
21003801	49920	TRANSFER IN - SP. D		-617	-617	.00	.00	.00	-617.00	.0%
21103801	46100	SPECIAL ASSMNT REV-		-6,990	-6,990	-3,663.57	.00	.00	-3,326.43	52.4%
21103801	47100	INTEREST INC- INVES		3	3	7.23	.00	.00	-4.23	241.0%
21103801	49920	TRANSFER IN - SP. D		-1,282	-1,282	.00	.00	.00	-1,282.00	.0%
21203801	46100	SPECIAL ASSMNT REV-		-20,267	-20,267	-11,604.08	.00	.00	-8,662.92	57.3%
21203801	47100	INTEREST INC- INVES		-793	-793	-119.37	.00	.00	-673.63	15.1%
21203801	49920	TRANSFER IN - SP. D		-599	-599	.00	.00	.00	-599.00	.0%
21303801	46100	SPECIAL ASSMNT REV-		-17,325	-17,325	-9,231.56	.00	.00	-8,093.44	53.3%
21303801	47100	INTEREST INC- INVES		-674	-674	-92.11	.00	.00	-581.89	13.7%
21303801	49920	TRANSFER IN - SP. D		-2,527	-2,527	.00	.00	.00	-2,527.00	.0%
21403801	46100	SPECIAL ASSMNT REV-		-35,548	-35,548	-19,199.36	.00	.00	-16,348.64	54.0%
21403801	47100	INTEREST INC- INVES		-1,142	-1,142	-249.32	.00	.00	-892.68	21.8%
21403801	49920	TRANSFER IN - SP. D		-3,359	-3,359	.00	.00	.00	-3,359.00	.0%
21603801	46100	SPECIAL ASSMNT REV-		-19,552	-19,552	-10,661.21	.00	.00	-8,890.79	54.5%
21603801	47100	INTEREST INC- INVES		-700	-700	84.13	.00	.00	-784.13	-12.0%
21603801	49920	TRANSFER IN - SP. D		-10,813	-10,813	.00	.00	.00	-10,813.00	.0%
22303801	46100	SPECIAL ASSMNT REV-		-5,450	-5,450	-3,082.23	.00	.00	-2,367.77	56.6%
22303801	47100	INTEREST INC- INVES		-173	-173	-82.22	.00	.00	-90.78	47.5%
22303801	49920	TRANSFER IN - SP. D		-3,039	-3,039	.00	.00	.00	-3,039.00	.0%
22403801	46100	SPECIAL ASSMNT REV-		-17,082	-17,082	-9,224.28	.00	.00	-7,857.72	54.0%
22403801	47100	INTEREST INC- INVES		-634	-634	-65.84	.00	.00	-568.16	10.4%
22403801	49920	TRANSFER IN - SP. D		-3,780	-3,780	.00	.00	.00	-3,780.00	.0%
22503801	46100	SPECIAL ASSMNT REV-		-23,516	-23,516	-13,008.77	.00	.00	-10,507.23	55.3%
22503801	47100	INTEREST INC- INVES		-728	-728	-67.78	.00	.00	-660.22	9.3%
22503801	49920	TRANSFER IN - SP. D		-636	-636	.00	.00	.00	-636.00	.0%
22703801	46100	SPECIAL ASSMNT REV-		-14,242	-14,242	-7,547.73	.00	.00	-6,694.27	53.0%
22703801	47100	INTEREST INC- INVES		-734	-734	-57.75	.00	.00	-676.25	7.9%
22703801	49920	TRANSFER IN - SP. D		-14,416	-14,416	.00	.00	.00	-14,416.00	.0%
22803801	46100	SPECIAL ASSMNT REV-		-73,556	-73,556	-39,575.20	.00	.00	-33,980.80	53.8%
22803801	47100	INTEREST INC- INVES		-3,257	-3,257	145.12	.00	.00	-3,402.12	-4.5%
22803801	49920	TRANSFER IN - SP. D		-1,870	-1,870	.00	.00	.00	-1,870.00	.0%
23003801	46100	SPECIAL ASSMNT REV-		-49,905	-49,905	-23,799.32	.00	.00	-26,105.68	47.7%
23003801	47100	INTEREST INC- INVES		-2,721	-2,721	-198.69	.00	.00	-2,522.31	7.3%
23003801	49920	TRANSFER IN - SP. D		-1,235	-1,235	.00	.00	.00	-1,235.00	.0%
23103801	46100	SPECIAL ASSMNT REV-		-102,320	-102,320	-53,794.65	.00	.00	-48,525.35	52.6%
23103801	47100	INTEREST INC- INVES		-888	-888	-323.90	.00	.00	-564.10	36.5%
23103801	49920	TRANSFER IN - SP. D		-4,274	-4,274	.00	.00	.00	-4,274.00	.0%
23203801	46100	SPECIAL ASSMNT REV-		-11,654	-11,654	-7,139.61	.00	.00	-4,514.39	61.3%

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120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
23203801	47100	INTEREST INC-	INVES	-1,727	-1,727	-74.15	.00	.00	-1,652.85	4.3%
23203801	49920	TRANSFER IN -	SP. D	-1,899	-1,899	.00	.00	.00	-1,899.00	.0%
23303801	46100	SPECIAL ASSMNT	REV-	-70,623	-70,623	-40,225.40	.00	.00	-30,397.60	57.0%
23303801	47100	INTEREST INC-	INVES	-1,834	-1,834	118.96	.00	.00	-1,952.96	-6.5%
23303801	49920	TRANSFER IN -	SP. D	-1,347	-1,347	.00	.00	.00	-1,347.00	.0%
23403801	46100	SPECIAL ASSMNT	REV-	-62,637	-62,637	-32,924.64	.00	.00	-29,712.36	52.6%
23403801	47100	INTEREST INC-	INVES	-2,554	-2,554	19.09	.00	.00	-2,573.09	-.7%
23403801	49020	TRANSFER IN -	INTRA	-3,470	-3,470	-3,470.00	.00	.00	.00	100.0%
23403801	49920	TRANSFER IN -	SP. D	-3,807	-3,807	.00	.00	.00	-3,807.00	.0%
23603801	46100	SPECIAL ASSMNT	REV-	-181,827	-181,827	-97,247.97	.00	.00	-84,579.03	53.5%
23603801	47100	INTEREST INC-	INVES	-3,420	-3,420	132.65	.00	.00	-3,552.65	-3.9%
23603801	49920	TRANSFER IN -	SP. D	-21,301	-21,301	.00	.00	.00	-21,301.00	.0%
23703801	46100	SPECIAL ASSMNT	REV-	-77	-77	-40.00	.00	.00	-37.00	51.9%
23703801	47100	INTEREST INC-	INVES	-3,720	-3,720	-956.18	.00	.00	-2,763.82	25.7%
23703801	49920	TRANSFER IN -	SP. D	-29,622	-29,622	.00	.00	.00	-29,622.00	.0%
23803801	46100	SPECIAL ASSMNT	REV-	-138,080	-138,080	-71,039.53	.00	.00	-67,040.47	51.4%
23803801	47100	INTEREST INC-	INVES	-2,861	-2,861	184.98	.00	.00	-3,045.98	-6.5%
23803801	49920	TRANSFER IN -	SP. D	-3,192	-3,192	.00	.00	.00	-3,192.00	.0%
23903801	46100	SPECIAL ASSMNT	REV-	-194,170	-194,170	-137,837.71	.00	.00	-56,332.29	71.0%
23903801	47100	INTEREST INC-	INVES	-4,398	-4,398	-419.64	.00	.00	-3,978.36	9.5%
23903801	49020	TRANSFER IN -	INTRA	-4,988	-4,988	-4,988.00	.00	.00	.00	100.0%
23903801	49920	TRANSFER IN -	SP. D	-40,854	-40,854	.00	.00	.00	-40,854.00	.0%
23913801	46100	SPECIAL ASSMNT	REV-	-66,446	-66,446	.00	.00	.00	-66,446.00	.0%
23913801	47100	INTEREST INC-	INVES	-1,381	-1,381	-88.79	.00	.00	-1,292.21	6.4%
23913801	49020	TRANSFER IN -	INTRA	-1,812	-1,812	-1,812.00	.00	.00	.00	100.0%
23913801	49920	TRANSFER IN -	SP. D	-11,982	-11,982	.00	.00	.00	-11,982.00	.0%
24003801	46100	SPECIAL ASSMNT	REV-	-37,692	-37,692	-20,680.72	.00	.00	-17,011.28	54.9%
24003801	47100	INTEREST INC-	INVES	-4,475	-4,475	-165.07	.00	.00	-4,309.93	3.7%
24003801	49920	TRANSFER IN -	SP. D	-1,822	-1,822	.00	.00	.00	-1,822.00	.0%
24103801	46100	SPECIAL ASSMNT	REV-	-26,027	-26,027	-13,771.88	.00	.00	-12,255.12	52.9%
24103801	47100	INTEREST INC-	INVES	-1,777	-1,777	-46.16	.00	.00	-1,730.84	2.6%
24103801	49920	TRANSFER IN -	SP. D	-650	-650	.00	.00	.00	-650.00	.0%
24203801	46100	SPECIAL ASSMNT	REV-	-119,595	-119,595	-63,136.32	.00	.00	-56,458.68	52.8%
24203801	47100	INTEREST INC-	INVES	-9,953	-9,953	-255.48	.00	.00	-9,697.52	2.6%
24203801	49920	TRANSFER IN -	SP. D	-13,681	-13,681	.00	.00	.00	-13,681.00	.0%
24303801	46100	SPECIAL ASSMNT	REV-	-131,672	-131,672	-66,277.28	.00	.00	-65,394.72	50.3%
24303801	47100	INTEREST INC-	INVES	-7,017	-7,017	357.53	.00	.00	-7,374.53	-5.1%
24303801	49920	TRANSFER IN -	SP. D	-2,906	-2,906	.00	.00	.00	-2,906.00	.0%
24603801	46100	SPECIAL ASSMNT	REV-	-189,706	-189,706	-96,144.70	.00	.00	-93,561.30	50.7%
24603801	47100	INTEREST INC-	INVES	-6,502	-6,502	881.32	.00	.00	-7,383.32	-13.6%
24603801	49920	TRANSFER IN -	SP. D	-7,555	-7,555	.00	.00	.00	-7,555.00	.0%
24703801	46100	SPECIAL ASSMNT	REV-	-28,594	-28,594	-15,584.80	.00	.00	-13,009.20	54.5%
24703801	47100	INTEREST INC-	INVES	-3,494	-3,494	-315.58	.00	.00	-3,178.42	9.0%
24703801	49920	TRANSFER IN -	SP. D	-1,152	-1,152	.00	.00	.00	-1,152.00	.0%

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24903801	46100	SPECIAL ASSMNT REV-		-22,632	-22,632	-11,315.85	.00	.00	-11,316.15	50.0%
24903801	47100	INTEREST INC- INVES		1,621	1,621	293.53	.00	.00	1,327.47	18.1%
24903801	49920	TRANSFER IN - SP. D		-455	-455	.00	.00	.00	-455.00	.0%
25003801	46100	SPECIAL ASSMNT REV-		-27,658	-27,658	-16,594.56	.00	.00	-11,063.44	60.0%
25003801	47100	INTEREST INC- INVES		-682	-682	-147.40	.00	.00	-534.60	21.6%
25003801	49920	TRANSFER IN - SP. D		-17,997	-17,997	.00	.00	.00	-17,997.00	.0%
25103801	46100	SPECIAL ASSMNT REV-		-144,735	-144,735	-78,314.28	.00	.00	-66,420.72	54.1%
25103801	47100	INTEREST INC- INVES		-9,387	-9,387	180.89	.00	.00	-9,567.89	-1.9%
25103801	49920	TRANSFER IN - SP. D		-16,634	-16,634	.00	.00	.00	-16,634.00	.0%
25203801	46100	SPECIAL ASSMNT REV-		-16,961	-16,961	-9,161.15	.00	.00	-7,799.85	54.0%
25203801	47100	INTEREST INC- INVES		-6,777	-6,777	-1,068.49	.00	.00	-5,708.51	15.8%
25203801	49920	TRANSFER IN - SP. D		-2,464	-2,464	.00	.00	.00	-2,464.00	.0%
25303801	46100	SPECIAL ASSMNT REV-		-4,373	-4,373	-2,459.52	.00	.00	-1,913.48	56.2%
25303801	47100	INTEREST INC- INVES		-246	-246	-33.99	.00	.00	-212.01	13.8%
25303801	49920	TRANSFER IN - SP. D		-145	-145	.00	.00	.00	-145.00	.0%
25403801	46100	SPECIAL ASSMNT REV-		-28	-28	-14.84	.00	.00	-13.16	53.0%
25403801	47100	INTEREST INC- INVES		-1,557	-1,557	-683.75	.00	.00	-873.25	43.9%
25403801	49920	TRANSFER IN - SP. D		-32,402	-32,402	.00	.00	.00	-32,402.00	.0%
25503801	46100	SPECIAL ASSMNT REV-		-32,529	-32,529	-17,851.05	.00	.00	-14,677.95	54.9%
25503801	47100	INTEREST INC- INVES		-1,125	-1,125	-152.32	.00	.00	-972.68	13.5%
25503801	49920	TRANSFER IN - SP. D		-756	-756	.00	.00	.00	-756.00	.0%
25803801	46100	SPECIAL ASSMNT REV-		-19,112	-19,112	-9,801.60	.00	.00	-9,310.40	51.3%
25803801	47100	INTEREST INC- INVES		-3,908	-3,908	-317.41	.00	.00	-3,590.59	8.1%
25803801	49920	TRANSFER IN - SP. D		-15,380	-15,380	.00	.00	.00	-15,380.00	.0%
26003801	46100	SPECIAL ASSMNT REV-		-56,307	-56,307	-28,157.26	.00	.00	-28,149.74	50.0%
26003801	47100	INTEREST INC- INVES		-1,031	-1,031	58.79	.00	.00	-1,089.79	-5.7%
26003801	49920	TRANSFER IN - SP. D		-982	-982	.00	.00	.00	-982.00	.0%
30403801	46100	SPECIAL ASSMNT REV-		-39,446	-39,446	-21,803.83	.00	.00	-17,642.17	55.3%
30403801	47100	INTEREST INC- INVES		-855	-855	-318.84	.00	.00	-536.16	37.3%
30403801	49920	TRANSFER IN - SP. D		-12,037	-12,037	.00	.00	.00	-12,037.00	.0%
40103801	46100	SPECIAL ASSMNT REV-		-444,258	-444,258	-284,503.32	.00	.00	-159,754.68	64.0%
40103801	47100	INTEREST INC- INVES		-1,664	-1,664	-2,053.37	.00	.00	389.37	123.4%
40203801	46100	SPECIAL ASSMNT REV-		-47,949	-47,949	.00	.00	.00	-47,949.00	.0%
40203801	47100	INTEREST INC- INVES		1,259	1,259	460.49	.00	.00	798.51	36.6%
60203801	46400	SP.ASSMNT MELLO-ROO		-588,100	-588,100	-328,443.54	.00	.00	-259,656.46	55.8%
60203801	47100	INTEREST INC- INVES		-33,576	-33,576	-7,638.85	.00	.00	-25,937.15	22.8%
60403801	46400	SP.ASSMNT MELLO-ROO		-1,147,071	-1,147,071	-618,402.35	.00	.00	-528,668.65	53.9%
60403801	47100	INTEREST INC- INVES		-77,252	-77,252	-23,315.32	.00	.00	-53,936.68	30.2%
60503304	47000	MISCELLANEOUS REVEN		0	0	-12,996.00	-193.50	.00	12,996.00	100.0%
60503801	46400	SP.ASSMNT MELLO-ROO		-4,294,634	-4,294,634	-2,232,989.84	.00	.00	-2,061,644.16	52.0%
60503801	47100	INTEREST INC- INVES		-61,331	-61,331	-11,119.54	.00	.00	-50,211.46	18.1%
60603801	47100	INTEREST INC- INVES		0	0	-3,463.31	.00	.00	3,463.31	100.0%
60703801	46400	SP.ASSMNT MELLO-ROO		-326,766	-326,766	-.05	.00	.00	-326,765.95	.0%
60703801	47100	INTEREST INC- INVES		-7,462	-7,462	-1,364.73	.00	.00	-6,097.27	18.3%

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120	MAINT ASSMNT DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60803801 46100	SPECIAL ASSMNT REV-	-354,047	-354,047	.00	.00	.00	-354,047.00	.0%
60803801 46400	SP.ASSMNT MELLO-ROO	-449,682	-449,682	-352,915.43	.00	.00	-96,766.57	78.5%
60903801 46000	SPECIAL ASSMNT REV-	-32,826	-32,826	-16,411.85	.00	.00	-16,414.15	50.0%
60903801 47100	INTEREST INC- INVES	-12,114	-12,114	230.61	.00	.00	-12,344.61	-1.9%
60903801 47500	D0030 DEVELOPMENT DE	0	-30,000	-30,000.00	-30,000.00	.00	.00	100.0%
TOTAL MAINT ASSMNT DIST		-13,662,269	-13,692,269	-5,382,545.06	-30,193.50	.00	-8,309,723.94	39.3%
TOTAL REVENUES		-13,662,269	-13,692,269	-5,382,545.06	-30,193.50	.00	-8,309,723.94	
181 STATE GAS TAX FUND								
1811001 42100	GAS TAX - HUTA SEC 2	-1,790,640	-1,790,640	-1,384,801.47	-130,378.75	.00	-405,838.53	77.3%
1811001 42110	GAS TAX - HUTA SEC 2	-1,251,885	-1,251,885	-862,564.95	-101,400.12	.00	-389,320.05	68.9%
1811001 42120	GAS TAX - HUTA SEC 2	-792,654	-792,654	-563,266.83	-67,887.02	.00	-229,387.17	71.1%
1811001 42130	GAS TAX - HUTA SEC 2	-1,710,871	-1,710,871	-1,120,332.25	-96,454.52	.00	-590,538.75	65.5%
1811001 42140	GAS TAX - HUTA SEC 2	-10,000	-10,000	-10,000.00	.00	.00	.00	100.0%
1811001 47100	INTEREST INC- INVEST	40,255	40,255	-16,463.06	.00	.00	56,718.06	-40.9%
1811001 47110	OTHER INTEREST INCOM	0	0	-1,567.44	-332.91	.00	1,567.44	100.0%
1813102 49000	M2001 TRANSFERS IN (L	-50,000	-50,000	-153,927.14	.00	.00	103,927.14	307.9%
1813401 49000	M2001 TRANSFERS IN (L	-450,000	-450,000	-122,551.99	.00	.00	-327,448.01	27.2%
TOTAL STATE GAS TAX FUND		-6,015,795	-6,015,795	-4,235,475.13	-396,453.32	.00	-1,780,319.87	70.4%
TOTAL REVENUES		-6,015,795	-6,015,795	-4,235,475.13	-396,453.32	.00	-1,780,319.87	
182 TRAFFIC SAFETY FUND								
1821001 49930	TRANSFER IN - TRAFFI	-330,000	-330,000	-247,244.69	-98,757.31	.00	-82,755.31	74.9%
1823103 43220	VEHICLE CODE FINES	-210,000	-210,000	-100,589.03	-24,768.99	.00	-109,410.97	47.9%
1823103 47100	INTEREST INC- INVEST	-3,334	-3,334	982.95	.00	.00	-4,316.95	-29.5%
TOTAL TRAFFIC SAFETY FUND		-543,334	-543,334	-346,850.77	-123,526.30	.00	-196,483.23	63.8%
TOTAL REVENUES		-543,334	-543,334	-346,850.77	-123,526.30	.00	-196,483.23	
185 ROAD MAINT & REHAB ACT FUND								
1851001 42200	RMRA (SB-1) - ROAD M	-5,160,673	-5,160,673	-3,207,878.11	-393,576.89	.00	-1,952,794.89	62.2%
1851001 47100	INTEREST INC- INVEST	-74,033	-74,033	-32,829.76	.00	.00	-41,203.24	44.3%
TOTAL ROAD MAINT & REHAB ACT FUND		-5,234,706	-5,234,706	-3,240,707.87	-393,576.89	.00	-1,993,998.13	61.9%
TOTAL REVENUES		-5,234,706	-5,234,706	-3,240,707.87	-393,576.89	.00	-1,993,998.13	

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191	ASSET SEIZURE FUND - FED	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
191 ASSET SEIZURE FUND - FED								
1912111	47100 INTEREST INC- INVEST	-4,592	-4,592	-667.54	.00	.00	-3,924.46	14.5%
1912131	43240 ASSET SEIZURE	0	0	-96,894.72	-60,053.76	.00	96,894.72	100.0%
1912132	43240 ASSET SEIZURE	0	0	-4,850.58	.00	.00	4,850.58	100.0%
TOTAL ASSET SEIZURE FUND - FED		-4,592	-4,592	-102,412.84	-60,053.76	.00	97,820.84	2230.2%
TOTAL REVENUES		-4,592	-4,592	-102,412.84	-60,053.76	.00	97,820.84	
192 ASSET SEIZURE FUND - STATE								
1922131	43240 ASSET SEIZURE	0	0	-103,298.02	60,053.76	.00	103,298.02	100.0%
1922131	47100 INTEREST INC- INVEST	-4,334	-4,334	-1,826.01	.00	.00	-2,507.99	42.1%
TOTAL ASSET SEIZURE FUND - STATE		-4,334	-4,334	-105,124.03	60,053.76	.00	100,790.03	2425.6%
TOTAL REVENUES		-4,334	-4,334	-105,124.03	60,053.76	.00	100,790.03	
200 FEDERAL GRANTS FUND								
2002131	48000 C2036 FEDERAL GRANTS	0	-299,670	.00	.00	.00	-299,670.00	.0%
2002131	48000 C2318 FEDERAL GRANTS	0	-49,671	-49,313.55	.00	.00	-357.75	99.3%
2002131	48000 C2319 FEDERAL GRANTS	0	-89,438	10,173.00	.00	.00	-99,611.00	-11.4%
2002131	48000 C2417 FEDERAL GRANTS	0	-101,522	5,766.07	.00	.00	-107,288.00	-5.7%
2002131	48000 G1801 FEDERAL GRANTS	0	-17,400	.00	.00	.00	-17,400.00	.0%
2002131	48000 G1902 FEDERAL GRANTS	0	-3,181	.00	.00	.00	-3,180.71	.0%
2002131	48000 G1903 FEDERAL GRANTS	0	-15,594	.00	.00	.00	-15,594.00	.0%
2002131	48000 G2002 FEDERAL GRANTS	0	-31,037	.00	.00	.00	-31,037.00	.0%
2002131	48000 G2003 FEDERAL GRANTS	0	-2,736	.00	.00	.00	-2,736.08	.0%
2002131	48000 G2426 FEDERAL GRANTS	0	-368,978	-105,200.79	.00	.00	-263,777.21	28.5%
2002131	48000 G2514 FEDERAL GRANTS	0	-76,914	.00	.00	.00	-76,914.00	.0%
2002501	48000 C2321 FEDERAL GRANTS	0	-51,917	-49,107.76	.00	.00	-2,809.06	94.6%
2002501	48000 C2332 FEDERAL GRANTS	0	0	-30,746.64	-30,746.64	.00	30,746.64	100.0%
2002501	48000 G2322 FEDERAL GRANTS	0	-68,819	-14,336.57	.00	.00	-54,482.26	20.8%
2002501	48000 G2323 FEDERAL GRANTS	0	-5,252	.00	.00	.00	-5,251.77	.0%
2002501	48000 G2331 FEDERAL GRANTS	0	-1,436,500	-.24	.00	.00	-1,436,499.80	.0%
2002501	48000 G2341 FEDERAL GRANTS	0	-10,000	-10,000.00	.00	.00	.00	100.0%
2002501	48000 G2413 FEDERAL GRANTS	0	-138,828	-33,612.07	.00	.00	-105,216.26	24.2%
2002501	48000 G2414 FEDERAL GRANTS	0	-123,177	-13,897.56	.00	.00	-109,279.22	11.3%

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200	FEDERAL GRANTS FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2002501	48000	G2415	FEDERAL GRANTS	0	-121,899	73,160.72	.00	.00	-195,060.00	-60.0%
2002501	48000	G2501	FEDERAL GRANTS	0	-41,333	.00	.00	.00	-41,333.00	.0%
2002501	48000	G2503	FEDERAL GRANTS	0	-296,679	.00	.00	.00	-296,679.35	.0%
2002501	48000	G2504	FEDERAL GRANTS	0	-311,190	.00	.00	.00	-311,190.47	.0%
2002501	48000	G2510	FEDERAL GRANTS	0	-222,545	.00	.00	.00	-222,545.00	.0%
2002501	48030	G2005	STATE GRANTS	0	0	.22	.00	.00	-.22	100.0%
2002501	48030	G2006	STATE GRANTS	0	-164,837	-164,837.08	.00	.00	-.29	100.0%
2002501	48030	G2007	STATE GRANTS	0	-27,578	.00	.00	.00	-27,577.77	.0%
2002501	48100	G2503	FEDERAL GRANTS-	0	-17,362	.00	.00	.00	-17,362.11	.0%
2002501	48100	G2504	FEDERAL GRANTS-	0	-15,560	.00	.00	.00	-15,559.53	.0%
2002501	48100	G2510	FEDERAL GRANTS-	0	114,255	.00	.00	.00	114,255.00	.0%
2002501	49310	C2321	FEDERAL GRANTS-	0	-5,192	.00	.00	.00	-5,191.69	.0%
2002501	49310	G2007	FEDERAL GRANTS-	0	-1,379	.00	.00	.00	-1,379.05	.0%
2002501	49310	G2322	FEDERAL GRANTS-	0	-6,882	.00	.00	.00	-6,881.89	.0%
2002501	49310	G2323	FEDERAL GRANTS-	0	-525	.00	.00	.00	-525.18	.0%
2002501	49310	G2413	FEDERAL GRANTS-	0	-13,883	.00	.00	.00	-13,882.84	.0%
2002501	49310	G2414	FEDERAL GRANTS-	0	-12,318	.00	.00	.00	-12,317.69	.0%
2002501	49310	G2415	FEDERAL GRANTS-	0	-7,361	.00	.00	.00	-7,361.36	.0%
2002531	48000	G2502	FEDERAL GRANTS	0	-5,000	.00	.00	.00	-5,000.00	.0%
2003101	48000	C1306	FEDERAL GRANTS	0	0	45,759.88	.00	.00	-45,759.88	100.0%
2003101	48000	C1307	FEDERAL GRANTS	0	-132,008	445,060.19	.00	.00	-577,067.71	-337.1%
2003101	48000	C2531	FEDERAL GRANTS	-86,000	-86,000	.00	.00	.00	-86,000.00	.0%
2003102	48000	C1302	FEDERAL GRANTS	0	-866,708	-1,087.60	.00	.00	-865,620.40	.1%
2003102	48000	C1703	FEDERAL GRANTS	0	0	124,600.12	.00	.00	-124,600.12	100.0%
2003102	48000	C1801	FEDERAL GRANTS	0	-1,762,074	.00	.00	.00	-1,762,074.00	.0%
2003102	48000	C1808	FEDERAL GRANTS	0	-33,189	.00	.00	.00	-33,188.61	.0%
2003102	48000	C2416	FEDERAL GRANTS	0	-865,460	-1,000.00	.00	.00	-864,460.00	.1%
2003102	48000	C2504	FEDERAL GRANTS	-3,498,825	-3,498,825	-885.30	.00	.00	-3,497,939.70	.0%
2003301	48000	C2555	FEDERAL GRANTS	0	-349,920	.00	.00	.00	-349,920.32	.0%
2003301	48200	G2509	FEDERAL PASS-TH	0	-984,925	.00	.00	.00	-984,925.00	.0%
2003600	48000	C2226	FEDERAL GRANTS	-500,000	-563,935	.00	.00	.00	-563,934.66	.0%
2003600	48000	C2228	FEDERAL GRANTS	0	-3,806,152	.00	.00	.00	-3,806,152.00	.0%
2003610	48000	C2029	FEDERAL GRANTS	0	-30,979	13,825.64	.00	.00	-44,804.75	-44.6%
2003610	48000	C2201	FEDERAL GRANTS	0	-212,587	339,294.41	.00	.00	-551,881.41	-159.6%
2005501	47300	G2401	DONATIONS AND C	-3,500	-3,500	-3,335.88	-395.56	.00	-164.12	95.3%
2005503	48200	G2401	FEDERAL PASS-TH	-290,100	0	.00	.00	.00	.00	.0%
TOTAL FEDERAL GRANTS FUND				-4,378,425	-17,244,163	580,279.21	-31,142.20	.00	-17,824,442.60	-3.4%
TOTAL REVENUES				-4,378,425	-17,244,163	580,279.21	-31,142.20	.00	-17,824,442.60	
201 CDGB FUND										
2018101	48010	FED GRANT PROGRAM IN		-100,000	-100,000	.00	.00	.00	-100,000.00	.0%

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201	CDGB FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2018101 48020	CDBG REVENUE	-2,213,917	-6,841,875	-3,715,428.09	242,095.73	.00	-3,126,447.20	54.3%
2018105 47000	MISCELLANEOUS REVENUE	0	0	-7,291.95	-971.50	.00	7,291.95	100.0%
TOTAL CDGB FUND		-2,313,917	-6,941,875	-3,722,720.04	241,124.23	.00	-3,219,155.25	53.6%
TOTAL REVENUES		-2,313,917	-6,941,875	-3,722,720.04	241,124.23	.00	-3,219,155.25	
202 HOME FUND								
2028101 48000	FEDERAL GRANTS	-768,867	-4,974,466	-13,484.59	.00	.00	-4,960,981.24	.3%
2028105 47000	MISCELLANEOUS REVENUE	0	0	-12,285.85	-443.00	.00	12,285.85	100.0%
2028105 48010	FED GRANT PROGRAM IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
TOTAL HOME FUND		-868,867	-5,074,466	-25,770.44	-443.00	.00	-5,048,695.39	.5%
TOTAL REVENUES		-868,867	-5,074,466	-25,770.44	-443.00	.00	-5,048,695.39	
203 EMERGENCY SHELTER FUND								
2038101 48000	FEDERAL GRANTS	-207,883	-322,565	-40,322.80	.00	.00	-282,242.10	12.5%
TOTAL EMERGENCY SHELTER FUND		-207,883	-322,565	-40,322.80	.00	.00	-282,242.10	12.5%
TOTAL REVENUES		-207,883	-322,565	-40,322.80	.00	.00	-282,242.10	
204 ARPA								
2041001 48000	FEDERAL GRANTS	0	-12,678,898	.00	.00	.00	-12,678,898.12	.0%
TOTAL ARPA		0	-12,678,898	.00	.00	.00	-12,678,898.12	.0%
TOTAL REVENUES		0	-12,678,898	.00	.00	.00	-12,678,898.12	
210 STATE & LOCAL GRANTS FUND								
2101401 48030 G2511	STATE GRANTS	0	-1,000,000	-1,000,000.00	.00	.00	.00	100.0%
2102111 48030 G2239	STATE GRANTS	0	-131,814	.00	.00	.00	-131,813.96	.0%
2102111 48030 G2240	STATE GRANTS	0	-6,365	.00	.00	.00	-6,364.95	.0%
2102111 49000 C2559	TRANSFERS IN (L	0	0	-43,440.80	.00	.00	43,440.80	100.0%
2102131 48030 C2269	STATE GRANTS	0	-1,603	-1,603.13	.00	.00	-.17	100.0%

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210	STATE & LOCAL GRANTS FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2102131	48030	C2324	STATE	GRANTS	0	-132,277	-132,276.83	.00	.00	- .06	100.0%
2102131	48030	C2411	STATE	GRANTS	0	-150,273	-113,131.63	-113,131.63	.00	-37,141.14	75.3%
2102131	48030	C2418	STATE	GRANTS	0	-550,100	-550,099.50	.00	.00	.00	100.0%
2102131	48030	C2422	STATE	GRANTS	0	-122,852	-122,852.00	.00	.00	.00	100.0%
2102131	48030	C2505	STATE	GRANTS	0	-430,161	-72,910.06	-72,910.06	.00	-357,251.40	16.9%
2102131	48030	C2558	STATE	GRANTS	0	-363,717	.00	.00	.00	-363,717.00	.0%
2102131	48030	C2559	STATE	GRANTS	0	-495,000	-74,688.60	-74,688.60	.00	-420,311.40	15.1%
2102131	48030	C2560	STATE	GRANTS	0	-104,500	.00	.00	.00	-104,500.00	.0%
2102131	48030	G1301	STATE	GRANTS	0	-464,018	-672,100.30	-37,147.21	.00	208,082.58	144.8%
2102131	48030	G2001	STATE	GRANTS	0	-4,261	-4,261.26	.00	.00	.43	100.0%
2102131	48030	G2107	STATE	GRANTS	0	-19,600	-19,600.00	.00	.00	.14	100.0%
2102131	48030	G2108	STATE	GRANTS	0	-127,178	.00	.00	.00	-127,177.90	.0%
2102131	48030	G2237	STATE	GRANTS	0	-7,246	.00	.00	.00	-7,246.01	.0%
2102131	48030	G2238	STATE	GRANTS	0	-20,886	.00	.00	.00	-20,886.00	.0%
2102131	48030	G2241	STATE	GRANTS	0	-152,146	-22,759.04	-18,473.44	.00	-129,386.71	15.0%
2102131	48030	G2301	STATE	GRANTS	0	-36,413	.00	.00	.00	-36,412.83	.0%
2102131	48030	G2319	STATE	GRANTS	0	-136,565	-136,565.10	.00	.00	.00	100.0%
2102131	48030	G2421	STATE	GRANTS	0	-25,664	-11,705.26	.00	.00	-13,959.23	45.6%
2102131	48030	G2427	STATE	GRANTS	0	-430,646	-34,764.52	.00	.00	-395,881.33	8.1%
2102131	48030	G2428	STATE	GRANTS	0	-8,358	.00	.00	.00	-8,357.74	.0%
2102131	48030	G2429	STATE	GRANTS	0	-12,222	.00	.00	.00	-12,222.02	.0%
2102131	48030	G2506	STATE	GRANTS	0	-75,000	-23,448.75	-23,448.75	.00	-51,551.25	31.3%
2102501	48030	C2421	STATE	GRANTS	0	-117,000	.00	.00	.00	-117,000.00	.0%
2102501	48030	G2424	STATE	GRANTS	0	-178,559	-178,558.96	.00	.00	.00	100.0%
2102501	48030	G2507	STATE	GRANTS	0	-1,270,000	.00	.00	.00	-1,270,000.00	.0%
2102501	48030	G2512	STATE	GRANTS	0	-684,000	.00	.00	.00	-684,000.00	.0%
2103001	48030	G2333	STATE	GRANTS	0	-27,260	1,097.60	-21,630.97	.00	-28,358.03	-4.0%
2103001	48030	G2515	STATE	GRANTS	0	-276,064	.00	.00	.00	-276,064.00	.0%
2103102	48030	C1301	STATE	GRANTS	-95,900,000	-98,770,169	27,133.98	.00	.00	-98,797,302.68	.0%
2103102	48030	C1801	STATE	GRANTS	0	-40,755	.00	.00	.00	-40,755.00	.0%
2103102	48030	C1802	STATE	GRANTS	0	0	.00	.00	.00	- .02	.0%
2103102	48030	C2005	STATE	GRANTS	0	-497,572	161,198.98	.00	.00	-658,771.43	-32.4%
2103102	48030	C2204	STATE	GRANTS	0	-650,000	-134,217.91	-247,666.06	.00	-515,782.09	20.6%
2103102	48030	C2206	STATE	GRANTS	0	-2,760,780	14,835.00	.00	.00	-2,775,615.00	-.5%
2103102	48030	C2211	STATE	GRANTS	0	-211,092	5,578.56	.00	.00	-216,671.00	-2.6%
2103102	48030	C2212	STATE	GRANTS	0	-1,479,369	76,550.61	.00	.00	-1,555,919.94	-5.2%
2103102	48030	C2415	STATE	GRANTS	-540,559	0	.00	.00	.00	.00	.0%
2103102	48030	C2501	STATE	GRANTS	-87,000	-866,000	.00	.00	.00	-866,000.00	.0%
2103102	48030	C2502	STATE	GRANTS	-1,364,850	-1,364,850	.00	.00	.00	-1,364,850.00	.0%
2103102	48030	C2503	STATE	GRANTS	-157,490	-157,490	.00	.00	.00	-157,490.00	.0%
2103102	48030	G2101	STATE	GRANTS	0	-79	.00	.00	.00	-79.11	.0%
2103301	48030	C2104	STATE	GRANTS	0	-7,113,930	-234,210.57	79,188.00	.00	-6,879,719.28	3.3%
2103301	48030	C2220	STATE	GRANTS	0	-177,952	.00	.00	.00	-177,952.00	.0%
2103301	48030	C2317	STATE	GRANTS	0	-2,885,274	-122,162.73	.00	.00	-2,763,111.15	4.2%

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210	STATE & LOCAL GRANTS FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2103301	48030	C2328	STATE	GRANTS	0	-3,529,632	.00	.00	.00	-3,529,632.00	.0%
2103301	48030	C2333	STATE	GRANTS	0	-7,016,829	-216,181.00	.00	.00	-6,800,648.00	3.1%
2103301	48030	C2563	STATE	GRANTS	0	-3,534,000	.00	.00	.00	-3,534,000.00	.0%
2103302	48030	G2251	STATE	GRANTS	0	-15,461	.00	.00	.00	-15,460.80	.0%
2103302	48030	M1803	STATE	GRANTS	0	-76,717	.00	.00	.00	-76,717.00	.0%
2103401	48030	C2205	STATE	GRANTS	0	-284,116	4,410.00	.00	.00	-288,526.00	-1.6%
2103401	48030	C2209	STATE	GRANTS	0	-159,009	52,461.18	.00	.00	-211,470.00	-33.0%
2103600	48030	C1101	STATE	GRANTS	0	0	58,907.65	.00	.00	-58,907.65	100.0%
2103600	48030	G2242	STATE	GRANTS	0	-1,145	.00	.00	.00	-1,145.37	.0%
2103610	48030	C2201	STATE	GRANTS	0	-2,755,000	-23,750.00	.00	.00	-2,731,250.00	.9%
2103630	48030	G2202	STATE	GRANTS	0	-3,327	.00	.00	.00	-3,326.78	.0%
2103631	48030	C2423	STATE	GRANTS	0	-519,396	-519,396.00	.00	.00	.00	100.0%
2103631	48030	G2335	STATE	GRANTS	0	-33,535	.00	.00	.00	-33,534.70	.0%
2103631	48030	G2417	STATE	GRANTS	0	-26,848	.00	.00	.00	-26,848.00	.0%
2103631	48030	G2425	STATE	GRANTS	0	-49,663	.00	.00	.00	-49,663.00	.0%
2103801	48030	G2232	STATE	GRANTS	0	-500,000	-500,000.00	.00	.00	.00	100.0%
2103801	48030	G2423	STATE	GRANTS	0	0	.00	17,170.00	.00	.00	.0%
2104101	48030	G2320	STATE	GRANTS	0	-16,155	-16,139.34	.00	.00	-15.24	99.9%
2104104	48030	G2008	STATE	GRANTS	0	-2,960	.00	.00	.00	-2,960.29	.0%
2104104	48030	G2110	STATE	GRANTS	0	-162,438	.00	.00	.00	-162,438.00	.0%
2105501	48030	C2216	STATE	GRANTS	0	-2,021,822	-86,657.24	340,117.00	.00	-1,935,165.23	4.3%
2105502	48000	FEDERAL	GRANTS		-4,590,000	0	.00	.00	.00	.00	.0%
2105502	48000	G2422	FEDERAL	GRANTS	0	-4,590,000	-1,420,526.43	243,796.33	.00	-3,169,473.57	30.9%
2105503	48000	G2419	FEDERAL	GRANTS	-31,471	-75,034	-6,409.74	.00	.00	-68,623.94	8.5%
2105503	48000	G2420	FEDERAL	GRANTS	-29,087	-29,087	.00	.00	.00	-29,087.00	.0%
2105503	48030	C2320	STATE	GRANTS	0	-18,107	-17,792.02	.00	.00	-315.31	98.3%
2105503	49310	G2420	FEDERAL	GRANTS-	0	-7,695	.00	.00	.00	-7,694.75	.0%
2105511	48000	G1601	FEDERAL	GRANTS	-1,116,272	-2,267,444	-1,374,105.96	-261,295.96	.00	-893,338.00	60.6%
2105511	48000	G2315	FEDERAL	GRANTS	-1,109,349	0	.00	.00	.00	.00	.0%
2108101	47700	G1504	OTHER	REIMBURSE	0	-140,831	-80,700.00	-40,800.00	.00	-60,130.96	57.3%
2108101	48010	G1502	FED	GRANT PROGR	-60,000	-240,000	-75,100.00	.00	.00	-164,900.00	31.3%
2108101	48030	G2338	STATE	GRANTS	0	-1,334,826	.00	.00	.00	-1,334,826.00	.0%
2108103	48030	G2416	STATE	GRANTS	0	-1,981,352	.00	.00	.00	-1,981,352.02	.0%
TOTAL STATE & LOCAL GRANTS FUND					-104,986,078	-155,929,489	-7,639,941.12	-230,921.35	.00	-148,289,547.49	4.9%
TOTAL REVENUES					-104,986,078	-155,929,489	-7,639,941.12	-230,921.35	.00	-148,289,547.49	
212 TRANSPORT DEV ACT (TDA) FUND											
90303001	42300	TRANSPORT.	TAX	TDA	-15,000	-15,000	-12,925.00	.00	.00	-2,075.00	86.2%
90303001	47100	INTEREST INC-	INVS		-3,313	-3,313	-1,744.05	.00	.00	-1,568.95	52.6%
90403001	42310	TRANSPORT.	TAX	TDA	-678,937	-678,937	-507,287.00	-56,578.00	.00	-171,650.00	74.7%

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212	TRANSPORT DEV ACT (TDA) FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
90403001 47100	INTEREST INC- INVES	-50,341	-50,341	-9,035.26	.00	.00	-41,305.74	17.9%
90403102 47000	C1809 MISCELLANEOUS	0	-15,000	.00	.00	.00	-15,000.00	.0%
90403201 43310	LEASE REVENUE (LONG	-251,089	-251,089	-148,215.59	-16,526.28	.00	-102,873.41	59.0%
90403201 47700	OTHER REIMBURSEMENT	0	0	-490.00	-490.00	.00	490.00	100.0%
90803001 47100	INTEREST INC- INVES	-6,695	-6,695	-306.92	.00	.00	-6,388.08	4.6%
TOTAL TRANSPORT DEV ACT (TDA) FUN		-1,005,375	-1,020,375	-680,003.82	-73,594.28	.00	-340,371.18	66.6%
TOTAL REVENUES		-1,005,375	-1,020,375	-680,003.82	-73,594.28	.00	-340,371.18	
220 STATE HOUSING (LHTFP) GRANT								
2208101 47100	INTEREST INC- INVEST	-16,712	-16,712	-10,087.09	.00	.00	-6,624.91	60.4%
2208101 47110	OTHER INTEREST INCOM	0	0	-7,115.85	.00	.00	7,115.85	100.0%
2208101 48030	G2102 STATE GRANTS	0	-132,998	.00	.00	.00	-132,998.34	.0%
2208101 48030	G2244 STATE GRANTS	0	-162,101	.00	.00	.00	-162,100.70	.0%
2208101 48030	M2102 STATE GRANTS	0	-1,167,112	-537,567.00	.00	.00	-629,544.80	46.1%
TOTAL STATE HOUSING (LHTFP) GRANT		-16,712	-1,478,923	-554,769.94	.00	.00	-924,152.90	37.5%
TOTAL REVENUES		-16,712	-1,478,923	-554,769.94	.00	.00	-924,152.90	
230 STATE TRAFFIC CONG RELIEF FUND								
2303103 47100	INTEREST INC- INVEST	-17,550	-17,550	-4,808.36	.00	.00	-12,741.64	27.4%
TOTAL STATE TRAFFIC CONG RELIEF F		-17,550	-17,550	-4,808.36	.00	.00	-12,741.64	27.4%
TOTAL REVENUES		-17,550	-17,550	-4,808.36	.00	.00	-12,741.64	
301 CAPITAL OUTLAY FUND								
3011401 49300	C2557 TRANSFERS IN -	0	-315,720	-51,417.55	-46,550.00	.00	-264,302.60	16.3%
3011405 49300	C2101 TRANSFERS IN -	0	-302,488	-1,377.08	.00	.00	-301,111.15	.5%
3011405 49300	C2301 TRANSFERS IN -	0	-40,000	.00	.00	.00	-40,000.00	.0%
3011621 49300	C2258 TRANSFERS IN -	0	-112,000	.00	.00	.00	-112,000.00	.0%
3011621 49300	C2261 TRANSFERS IN -	0	-112,000	.00	.00	.00	-112,000.00	.0%
3011801 49300	C1604 TRANSFERS IN -	0	-54,314	.00	.00	.00	-54,314.00	.0%
3011801 49300	C2253 TRANSFERS IN -	0	-629,700	.00	.00	.00	-629,699.89	.0%
3011801 49300	C2322 TRANSFERS IN -	0	-2,000,000	.00	.00	.00	-2,000,000.00	.0%
3011804 49300	C2034 TRANSFERS IN -	-3,300,000	-3,553,561	-3,118,590.94	-2,064,019.94	.00	-434,969.73	87.8%

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301	CAPITAL OUTLAY FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3011804	49300	C2126	TRANSFERS	IN -	0	-3,087	.00	.00	.00	-3,087.01	.0%
3011804	49300	C2127	TRANSFERS	IN -	0	-138,266	.00	.00	.00	-138,265.50	.0%
3012131	49300	C2036	TRANSFERS	IN -	0	-1,169,286	-4,319.93	-4,319.93	.00	-1,164,966.11	.4%
3012131	49300	C2257	TRANSFERS	IN -	0	-1,605,499	-381,170.13	-324,368.38	.00	-1,224,328.49	23.7%
3012131	49300	C2269	TRANSFERS	IN -	0	-1,603	.00	.00	.00	-1,603.30	.0%
3012131	49300	C2318	TRANSFERS	IN -	0	-49,671	-49,313.55	-4,931.43	.00	-357.75	99.3%
3012131	49300	C2319	TRANSFERS	IN -	0	-89,438	-28,188.81	.00	.00	-61,249.19	31.5%
3012131	49300	C2324	TRANSFERS	IN -	0	-132,277	-30,280.78	-988.00	.00	-101,996.11	22.9%
3012131	49300	C2411	TRANSFERS	IN -	0	-150,273	-114,763.97	.00	.00	-35,508.80	76.4%
3012131	49300	C2417	TRANSFERS	IN -	0	-101,522	.00	.00	.00	-101,521.93	.0%
3012131	49300	C2418	TRANSFERS	IN -	0	-550,100	-408,623.63	-207,329.37	.00	-141,475.87	74.3%
3012131	49300	C2422	TRANSFERS	IN -	0	-122,852	-121,412.81	.00	.00	-1,439.19	98.8%
3012131	49300	C2505	TRANSFERS	IN -	0	-430,161	-157,285.04	-66,926.74	.00	-272,876.42	36.6%
3012131	49300	C2550	TRANSFERS	IN -	-300,000	-300,000	.00	.00	.00	-300,000.00	.0%
3012131	49300	C2558	TRANSFERS	IN -	0	-363,717	.00	.00	.00	-363,717.00	.0%
3012131	49300	C2559	TRANSFERS	IN -	0	-495,000	-13,495.59	-13,495.59	.00	-481,504.41	2.7%
3012131	49300	C2560	TRANSFERS	IN -	0	-104,500	.00	.00	.00	-104,500.00	.0%
3012501	49300	C1702	TRANSFERS	IN -	0	-2,951,192	-117,639.66	-64,472.36	.00	-2,833,552.22	4.0%
3012501	49300	C2040	TRANSFERS	IN -	0	-481,240	-3,065.98	-924.56	.00	-478,173.96	.6%
3012501	49300	C2128	TRANSFERS	IN -	0	-1,680	.00	.00	.00	-1,680.00	.0%
3012501	49300	C2202	TRANSFERS	IN -	0	-432,610	-382,686.59	-156,181.12	.00	-49,923.33	88.5%
3012501	49300	C2203	TRANSFERS	IN -	0	-789,832	-394,915.80	-263,277.20	.00	-394,915.82	50.0%
3012501	49300	C2255	TRANSFERS	IN -	0	-3,031,139	-123,107.63	-77,632.38	.00	-2,908,031.12	4.1%
3012501	49300	C2256	TRANSFERS	IN -	0	-94,000	.00	.00	.00	-94,000.00	.0%
3012501	49300	C2302	TRANSFERS	IN -	0	-9,538	.00	.00	.00	-9,537.72	.0%
3012501	49300	C2303	TRANSFERS	IN -	0	-123,076	.00	.00	.00	-123,076.04	.0%
3012501	49300	C2321	TRANSFERS	IN -	0	-57,109	-54,258.89	-240.35	.00	-2,849.62	95.0%
3012501	49300	C2420	TRANSFERS	IN -	0	-4,432	.00	.00	.00	-4,431.94	.0%
3012501	49300	C2421	TRANSFERS	IN -	0	-117,000	-40,305.68	.00	.00	-76,694.32	34.4%
3013001	49300	C0101	TRANSFERS	IN -	0	-278,856	.00	.00	.00	-278,856.00	.0%
3013001	49300	C1308	TRANSFERS	IN -	0	-66,600	.00	.00	.00	-66,600.00	.0%
3013001	49300	C1309	TRANSFERS	IN -	0	-143,444	.00	.00	.00	-143,444.00	.0%
3013001	49300	C1310	TRANSFERS	IN -	0	-28,521	.00	.00	.00	-28,521.00	.0%
3013001	49300	C1311	TRANSFERS	IN -	0	-1,969,109	.00	.00	.00	-1,969,108.97	.0%
3013001	49300	C1401	TRANSFERS	IN -	0	-195,327	.00	.00	.00	-195,327.00	.0%
3013001	49300	C1403	TRANSFERS	IN -	0	-377,299	.00	.00	.00	-377,299.00	.0%
3013001	49300	C8801	TRANSFERS	IN -	0	-32,653	.00	.00	.00	-32,653.00	.0%
3013001	49300	C9001	TRANSFERS	IN -	0	-161,045	.00	.00	.00	-161,045.00	.0%
3013001	49300	C9401	TRANSFERS	IN -	0	-277,421	.00	.00	.00	-277,421.00	.0%
3013101	49300	C1704	TRANSFERS	IN -	0	-106,276	.00	.00	.00	-106,276.30	.0%
3013101	49300	C1801	TRANSFERS	IN -	0	-23,454	.00	.00	.00	-23,453.50	.0%
3013101	49300	C1901	TRANSFERS	IN -	0	-4,103,742	-136,525.57	-95,748.28	.00	-3,967,216.56	3.3%
3013101	49300	C2019	TRANSFERS	IN -	0	-108,297	.00	.00	.00	-108,296.85	.0%
3013101	49300	C2218	TRANSFERS	IN -	0	-166,195	-396.35	.00	.00	-165,798.96	.2%

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301	CAPITAL OUTLAY FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3013101	49300	C2306	TRANSFERS	IN -	-500,000	-1,642,196	-6,417.49	-1,106.74	.00	-1,635,778.92	.4%
3013101	49300	C2531	TRANSFERS	IN -	-86,000	-86,000	.00	.00	.00	-86,000.00	.0%
3013102	49300	C1301	TRANSFERS	IN -	-95,900,000	-99,701,994	-346,712.06	-207,960.68	.00	-99,355,281.61	.3%
3013102	49300	C1302	TRANSFERS	IN -	0	-877,115	-1,228.52	.00	.00	-875,886.95	.1%
3013102	49300	C1306	TRANSFERS	IN -	0	-40,075	1,079.72	-2,934.50	.00	-41,154.72	-2.7%
3013102	49300	C1307	TRANSFERS	IN -	0	-172,083	-12,506.21	-4,103.00	.00	-159,576.96	7.3%
3013102	49300	C1601	TRANSFERS	IN -	0	-79,426	-615.07	.00	.00	-78,811.11	.8%
3013102	49300	C1602	TRANSFERS	IN -	0	-61,129	.00	.00	.00	-61,129.00	.0%
3013102	49300	C1703	TRANSFERS	IN -	0	-444,989	-248,074.70	-133,174.58	.00	-196,913.91	55.7%
3013102	49300	C1801	TRANSFERS	IN -	0	-2,444,215	-1,684.00	.00	.00	-2,442,531.00	.1%
3013102	49300	C1802	TRANSFERS	IN -	0	0	.00	.00	.00	-.06	.0%
3013102	49300	C1808	TRANSFERS	IN -	0	-421,552	.00	.00	.00	-421,551.81	.0%
3013102	49300	C1809	TRANSFERS	IN -	0	-1,410,074	-117,253.27	-43,024.84	.00	-1,292,820.73	8.3%
3013102	49300	C2003	TRANSFERS	IN -	0	-807,724	-61,049.75	-15,899.75	.00	-746,674.43	7.6%
3013102	49300	C2004	TRANSFERS	IN -	0	-499,750	.00	.00	.00	-499,750.00	.0%
3013102	49300	C2005	TRANSFERS	IN -	0	-2,115,817	-1,595,535.69	-4,850.46	.00	-520,281.22	75.4%
3013102	49300	C2006	TRANSFERS	IN -	-1,560,000	-3,745,860	-70,525.13	.00	.00	-3,675,335.18	1.9%
3013102	49300	C2204	TRANSFERS	IN -	0	-650,000	-170,568.55	-140,180.13	.00	-479,431.45	26.2%
3013102	49300	C2206	TRANSFERS	IN -	0	-2,760,780	-29,347.50	.00	.00	-2,731,432.50	1.1%
3013102	49300	C2207	TRANSFERS	IN -	0	-125,000	.00	.00	.00	-125,000.00	.0%
3013102	49300	C2208	TRANSFERS	IN -	0	-12,675	.00	.00	.00	-12,675.00	.0%
3013102	49300	C2211	TRANSFERS	IN -	0	-592,154	-3,444.19	.00	.00	-588,709.91	.6%
3013102	49300	C2212	TRANSFERS	IN -	0	-4,307,724	-3,589,529.42	-1,588,263.31	.00	-718,194.51	83.3%
3013102	49300	C2213	TRANSFERS	IN -	0	-250,000	.00	.00	.00	-250,000.00	.0%
3013102	49300	C2304	TRANSFERS	IN -	0	-250,000	.00	.00	.00	-250,000.00	.0%
3013102	49300	C2415	TRANSFERS	IN -	-540,559	-140,937	-40,162.50	-37,212.50	.00	-100,774.83	28.5%
3013102	49300	C2416	TRANSFERS	IN -	0	-865,460	-1,000.00	.00	.00	-864,460.00	.1%
3013102	49300	C2501	TRANSFERS	IN -	-87,000	-866,000	.00	.00	.00	-866,000.00	.0%
3013102	49300	C2502	TRANSFERS	IN -	-1,364,850	-1,364,850	.00	.00	.00	-1,364,850.00	.0%
3013102	49300	C2503	TRANSFERS	IN -	-157,490	-157,490	.00	.00	.00	-157,490.00	.0%
3013102	49300	C2504	TRANSFERS	IN -	-3,498,825	-3,498,825	-885.30	.00	.00	-3,497,939.70	.0%
3013301	49300	C0501	TRANSFERS	IN -	0	-13,320	.00	.00	.00	-13,320.00	.0%
3013301	49300	C1312	TRANSFERS	IN -	0	-20,548	.00	.00	.00	-20,548.00	.0%
3013301	49300	C1313	TRANSFERS	IN -	0	-135,189	.00	.00	.00	-135,189.00	.0%
3013301	49300	C1810	TRANSFERS	IN -	0	-76,263	-15,863.27	-15,863.27	.00	-60,399.53	20.8%
3013301	49300	C1811	TRANSFERS	IN -	0	-150,482	.00	.00	.00	-150,482.00	.0%
3013301	49300	C2012	TRANSFERS	IN -	0	-750,028	-22,814.76	-15,864.79	.00	-727,212.98	3.0%
3013301	49300	C2104	TRANSFERS	IN -	0	-7,178,930	-278,187.21	-73,694.38	.00	-6,900,742.64	3.9%
3013301	49300	C2105	TRANSFERS	IN -	0	-294,390	-14,800.00	-2,066.25	.00	-279,589.63	5.0%
3013301	49300	C2217	TRANSFERS	IN -	0	-999,383	-924.57	.00	.00	-998,458.43	.1%
3013301	49300	C2220	TRANSFERS	IN -	0	-476,000	-87,744.73	-6,841.15	.00	-388,255.27	18.4%
3013301	49300	C2222	TRANSFERS	IN -	0	-600,000	.00	.00	.00	-600,000.00	.0%
3013301	49300	C2239	TRANSFERS	IN -	0	-3,992,925	-35,975.72	-3,721.78	.00	-3,956,949.68	.9%
3013301	49300	C2241	TRANSFERS	IN -	0	-337,129	-57,271.76	-52,995.07	.00	-279,857.38	17.0%

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3013301	49300	C2249	TRANSFERS IN -	0	-4,510,997	-10,448.33	-396.35	.00	-4,500,548.43	.2%
3013301	49300	C2305	TRANSFERS IN -	-1,000,000	-2,523,601	-15,841.60	-520.00	.00	-2,507,759.46	.6%
3013301	49300	C2317	TRANSFERS IN -	0	-2,885,274	-125,319.61	-23,783.65	.00	-2,759,954.27	4.3%
3013301	49300	C2327	TRANSFERS IN -	0	-375,767	-304,035.27	-5,394.99	.00	-71,731.44	80.9%
3013301	49300	C2328	TRANSFERS IN -	0	-3,529,632	.00	.00	.00	-3,529,632.00	.0%
3013301	49300	C2333	TRANSFERS IN -	0	-7,016,829	-390,569.84	-174,388.67	.00	-6,626,259.52	5.6%
3013301	49300	C2334	TRANSFERS IN -	0	-1,215,952	-74.76	.00	.00	-1,215,877.24	.0%
3013301	49300	C2404	TRANSFERS IN -	0	-425,000	.00	.00	.00	-425,000.00	.0%
3013301	49300	C2542	TRANSFERS IN -	-120,000	-120,000	.00	.00	.00	-120,000.00	.0%
3013301	49300	C2546	TRANSFERS IN -	-250,000	-250,000	-130,270.00	-58,750.00	.00	-119,730.00	52.1%
3013301	49300	C2555	TRANSFERS IN -	0	-349,920	.00	.00	.00	-349,920.32	.0%
3013301	49300	C2563	TRANSFERS IN -	0	-3,534,000	.00	.00	.00	-3,534,000.00	.0%
3013401	49300	C1802	TRANSFERS IN -	0	-50,000	.00	.00	.00	-50,000.00	.0%
3013401	49300	C1803	TRANSFERS IN -	0	-1,026,869	-7,613.46	.00	.00	-1,019,255.54	.7%
3013401	49300	C1804	TRANSFERS IN -	0	-424,590	46,267.25	.00	.00	-470,857.27	-10.9%
3013401	49300	C2102	TRANSFERS IN -	0	-8,566,557	-3,992,156.22	-304,412.88	.00	-4,574,400.78	46.6%
3013401	49300	C2111	TRANSFERS IN -	-4,000,000	0	.00	.00	.00	.00	.0%
3013401	49300	C2205	TRANSFERS IN -	-9,200,000	-19,607,832	-8,457,004.00	-77,396.95	.00	-11,150,827.52	43.1%
3013401	49300	C2209	TRANSFERS IN -	-7,600,000	-11,643,295	-401,567.57	-46,191.71	.00	-11,241,727.26	3.4%
3013401	49300	C2330	TRANSFERS IN -	0	-21,239	.00	.00	.00	-21,239.00	.0%
3013401	49300	C2547	TRANSFERS IN -	-300,000	-300,000	.00	.00	.00	-300,000.00	.0%
3013401	49300	C2548	TRANSFERS IN -	-200,000	-200,000	-200,000.00	-200,000.00	.00	.00	100.0%
3013401	49300	C2553	TRANSFERS IN -	0	-157,551	-101,194.24	-101,194.24	.00	-56,356.76	64.2%
3013401	49300	C2564	TRANSFERS IN -	0	-1,000,000	.00	.00	.00	-1,000,000.00	.0%
3013502	49300	C2215	TRANSFERS IN -	0	-740,387	-15,023.53	.00	.00	-725,363.50	2.0%
3013502	49300	C2267	TRANSFERS IN -	0	-829,498	-262,032.44	-261,620.13	.00	-567,465.56	31.6%
3013502	49300	C2406	TRANSFERS IN -	0	-1,150,000	.00	.00	.00	-1,150,000.00	.0%
3013801	49300	C1901	TRANSFERS IN -	-2,500,000	-120,477	-15,752.83	.00	.00	-104,724.17	13.1%
3013801	49300	C2016	TRANSFERS IN -	0	-155,000	.00	.00	.00	-155,000.00	.0%
3013801	49300	C2017	TRANSFERS IN -	0	-469,661	.00	.00	.00	-469,661.00	.0%
3013801	49300	C2407	TRANSFERS IN -	0	-61,071	-16,570.50	-15,702.00	.00	-44,500.50	27.1%
3015404	49300	C2250	TRANSFERS IN -	0	-1,071,500	.00	.00	.00	-1,071,500.00	.0%
3015404	49300	C2314	TRANSFERS IN -	0	-450,000	.00	.00	.00	-450,000.00	.0%
3015405	49300	C1603	TRANSFERS IN -	0	-2,318,484	.00	.00	.00	-2,318,484.00	.0%
3015405	49300	C2507	TRANSFERS IN -	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%
3015501	49300	C2216	TRANSFERS IN -	0	-2,021,822	-86,704.27	.00	.00	-1,935,118.20	4.3%
3015501	49300	C2247	TRANSFERS IN -	0	-15,079	-12,958.88	-1,898.20	.00	-2,119.65	85.9%
3015501	49300	C2251	TRANSFERS IN -	0	-1,462,629	-8,805.31	.00	.00	-1,453,824.11	.6%
3015501	49300	C2262	TRANSFERS IN -	0	-272,634	.00	.00	.00	-272,633.63	.0%
3015501	49300	C2549	TRANSFERS IN -	-600,000	-600,000	.00	.00	.00	-600,000.00	.0%
3015503	49300	C2320	TRANSFERS IN -	0	-18,107	-17,792.02	.00	.00	-315.31	98.3%
3018101	49300	C1902	TRANSFERS IN -	0	-687,047	-7,141.86	-4,853.73	.00	-679,905.20	1.0%
3018101	49300	C2405	TRANSFERS IN -	0	-722,240	-3,799.52	.00	.00	-718,440.64	.5%
3018105	49300	C2238	TRANSFERS IN -	0	-700,000	.00	.00	.00	-700,000.00	.0%

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3018110	49300 C1841 TRANSFERS IN -	0	-79,825	.00	.00	.00	-79,824.63	.0%
3018110	49300 C2007 TRANSFERS IN -	0	-48,934	.00	.00	.00	-48,934.00	.0%
3018110	49300 C2331 TRANSFERS IN -	0	-111,621	.00	.00	.00	-111,621.00	.0%
3018110	49300 C2508 TRANSFERS IN -	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%
TOTAL CAPITAL OUTLAY FUND		-133,464,724	-258,715,522	-27,078,592.42	-7,017,666.31	.00	-231,636,929.64	10.5%
TOTAL REVENUES		-133,464,724	-258,715,522	-27,078,592.42	-7,017,666.31	.00	-231,636,929.64	
311 PEG FEES FUND								
3111405	40400 FRANCHISE FEES	-360,000	-360,000	-144,082.11	-71,224.47	.00	-215,917.89	40.0%
3111405	47100 INTEREST INC- INVEST	-117,471	-117,471	-34,043.65	.00	.00	-83,427.35	29.0%
TOTAL PEG FEES FUND		-477,471	-477,471	-178,125.76	-71,224.47	.00	-299,345.24	37.3%
TOTAL REVENUES		-477,471	-477,471	-178,125.76	-71,224.47	.00	-299,345.24	
313 2022 LEASE PURCH EQUIP FUND								
3131001	47110 OTHER INTEREST INCOM	0	0	-37,186.42	-3,636.11	.00	37,186.42	100.0%
TOTAL 2022 LEASE PURCH EQUIP FUND		0	0	-37,186.42	-3,636.11	.00	37,186.42	100.0%
TOTAL REVENUES		0	0	-37,186.42	-3,636.11	.00	37,186.42	
314 2014 LEASE REV BOND FUND								
3141001	47110 OTHER INTEREST INCOM	0	0	-65,384.98	-19,623.81	.00	65,384.98	100.0%
TOTAL 2014 LEASE REV BOND FUND		0	0	-65,384.98	-19,623.81	.00	65,384.98	100.0%
TOTAL REVENUES		0	0	-65,384.98	-19,623.81	.00	65,384.98	
315 2006 TAB HERO/SW/ORMOND FUND								
3151001	47110 OTHER INTEREST INCOM	0	0	-46,173.94	-12,587.79	.00	46,173.94	100.0%
TOTAL 2006 TAB HERO/SW/ORMOND FUN		0	0	-46,173.94	-12,587.79	.00	46,173.94	100.0%
TOTAL REVENUES		0	0	-46,173.94	-12,587.79	.00	46,173.94	
320 LOST PUBLIC SECTOR REV FUND								

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320	LOST PUBLIC SECTOR REV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3201001 49025	TRANSFERS IN - INTER	0	-8,178,890	-8,178,889.51	.00	.00	.00	100.0%
	TOTAL LOST PUBLIC SECTOR REV FUND	0	-8,178,890	-8,178,889.51	.00	.00	.00	100.0%
	TOTAL REVENUES	0	-8,178,890	-8,178,889.51	.00	.00	.00	
350 DEVELOPMENT IMPACT FEES FUND								
80101001 41030	QUIMBY PARK CAPITAL	-352,656	0	.00	.00	.00	.00	.0%
80101001 47100	INTEREST INC- INVES	-245,477	0	94,965.97	.00	.00	-94,965.97	100.0%
80201001 41040	PARK ACQUISITION DE	-151,115	-151,115	-156,993.18	-8,441.34	.00	5,878.18	103.9%
80201001 47100	INTEREST INC- INVES	-26,221	-26,221	-14,994.49	.00	.00	-11,226.51	57.2%
80301001 47100	INTEREST INC- INVES	-249,930	-249,930	-69,402.44	.00	.00	-180,527.56	27.8%
80304102 41010	STORM DRAIN FACIL F	-1,646,384	-1,646,384	-102,262.45	.00	.00	-1,544,121.55	6.2%
80401001 47100	INTEREST INC- INVES	-416,703	-416,703	-144,606.51	.00	.00	-272,096.49	34.7%
80404102 41300	TRAFFIC IMPACT FEES	-1,387,104	-1,387,104	-647,045.97	-17,146.00	.00	-740,058.03	46.6%
80501001 41020	GROWTH CAPITAL FEES	-246,689	-246,689	-132,706.86	-7,219.74	.00	-113,982.14	53.8%
80501001 47100	INTEREST INC- INVES	-39,894	-39,894	-14,340.44	.00	.00	-25,553.56	35.9%
80551001 47100	INTEREST INC- INVES	-22,277	-22,277	-9,691.62	.00	.00	-12,585.38	43.5%
80553201 43060	MISC PLANNING FEES	0	0	-135,154.69	-1,980.01	.00	135,154.69	100.0%
80601001 41020	GROWTH CAPITAL FEES	-21,357	-21,357	-137,040.83	.00	.00	115,683.83	641.7%
80601001 47100	INTEREST INC- INVES	-61,086	-61,086	-16,412.20	.00	.00	-44,673.80	26.9%
80701001 41050	UTILITY UNDERGROUND	-34,482	-34,482	-22,445.11	-1,464.00	.00	-12,036.89	65.1%
80701001 47100	INTEREST INC- INVES	-41,864	-41,864	-12,077.92	.00	.00	-29,786.08	28.9%
80801001 47100	INTEREST INC- INVES	-28,740	-28,740	.00	.00	.00	-28,740.00	.0%
80805905 47300	DONATIONS AND CONTR	0	0	-40,017.90	.00	.00	40,017.90	100.0%
	TOTAL DEVELOPMENT IMPACT FEES FUN	-4,971,979	-4,373,846	-1,560,226.64	-36,251.09	.00	-2,813,619.36	35.7%
	TOTAL REVENUES	-4,971,979	-4,373,846	-1,560,226.64	-36,251.09	.00	-2,813,619.36	
351 QUIMBY FUND								
81114101 47100	INTEREST INCOME - I	0	-30,534	-20,477.95	.00	.00	-10,056.05	67.1%
81124101 47100	INTEREST INCOME - I	0	-113	-75.68	.00	.00	-37.32	67.0%
81134101 47100	INTEREST INCOME - I	0	-3,662	-2,455.62	.00	.00	-1,206.38	67.1%
81144101 47100	INTEREST INCOME - I	0	-27	-17.92	.00	.00	-9.08	66.4%
81154101 47100	INTEREST INCOME - I	0	-9,705	-6,508.62	.00	.00	-3,196.38	67.1%
81164101 47100	INTEREST INCOME - I	0	-919	-616.24	.00	.00	-302.76	67.1%
81174101 47100	INTEREST INCOME - I	0	-16,048	-10,762.42	.00	.00	-5,285.58	67.1%
81184101 41030	QUIMBY PARK CAPITAL	0	-117,552	.00	.00	.00	-117,552.00	.0%

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81184101	47100 INTEREST INCOME - I	0	-338	-226.82	.00	.00	-111.18	67.1%
81194101	47100 INTEREST INCOME - I	0	-7,080	-4,748.46	.00	.00	-2,331.54	67.1%
81204101	47100 INTEREST INCOME - I	0	-5,838	-3,915.57	.00	.00	-1,922.43	67.1%
81214101	47100 INTEREST INCOME - I	0	-10,405	-6,977.88	.00	.00	-3,427.12	67.1%
81224101	47100 INTEREST INCOME - I	0	-2,123	-1,397.56	.00	.00	-725.44	65.8%
81234101	47100 INTEREST INCOME - I	0	-11,972	-8,028.80	.00	.00	-3,943.20	67.1%
81244101	47100 INTEREST INCOME - I	0	-3,019	-2,024.99	.00	.00	-994.01	67.1%
81254101	47100 INTEREST INCOME - I	0	-4,961	-3,327.10	.00	.00	-1,633.90	67.1%
81264101	41030 QUIMBY PARK CAPITAL	0	-117,552	.00	.00	.00	-117,552.00	.0%
81264101	47100 INTEREST INCOME - I	0	-15,567	-10,440.29	.00	.00	-5,126.71	67.1%
81274101	47100 INTEREST INCOME - I	0	-2,159	-1,447.95	.00	.00	-711.05	67.1%
81284101	47100 INTEREST INCOME - I	0	-8,188	-5,491.45	.00	.00	-2,696.55	67.1%
81294101	47100 INTEREST INCOME - I	0	-3,642	-2,442.60	.00	.00	-1,199.40	67.1%
81304101	47100 INTEREST INCOME - I	0	-37	-24.57	.00	.00	-12.43	66.4%
81314101	41030 QUIMBY PARK CAPITAL	0	-117,552	.00	.00	.00	-117,552.00	.0%
81314101	47100 INTEREST INCOME - I	0	-50,520	-33,881.63	.00	.00	-16,638.37	67.1%
81324101	47100 INTEREST INCOME - I	0	-1,267	-849.77	.00	.00	-417.23	67.1%
81334101	47100 INTEREST INCOME - I	0	-3,720	-2,495.12	.00	.00	-1,224.88	67.1%
81344101	47100 INTEREST INCOME - I	0	-35,695	-23,939.33	.00	.00	-11,755.67	67.1%
81354101	47100 INTEREST INCOME - I	0	-17,109	-11,474.08	.00	.00	-5,634.92	67.1%
81364101	47100 INTEREST INCOME - I	0	-829	-556.03	.00	.00	-272.97	67.1%
TOTAL QUIMBY FUND		0	-598,133	-164,604.45	.00	.00	-433,528.55	27.5%
TOTAL REVENUES		0	-598,133	-164,604.45	.00	.00	-433,528.55	
360 OTH. DEVPT FEES FUND								
70101001	47100 INTEREST INC- INVES	-39,404	-39,404	-10,149.28	.00	.00	-29,254.72	25.8%
70202512	41060 CUPA PERM & PLAN CH	-1,120,000	-1,120,000	-1,225,284.24	-33,186.50	.00	105,284.24	109.4%
70202512	43260 MISCELLANEOUS FEES	-11,000	-11,000	14.00	.00	.00	-11,014.00	-.1%
70202512	43260 T0155 MISCELLANEOUS	0	0	-12,198.00	-378.00	.00	12,198.00	100.0%
70202512	47000 MISCELLANEOUS REVEN	0	0	-8,597.50	-940.00	.00	8,597.50	100.0%
70202512	47100 INTEREST INC- INVES	-39,404	-39,404	-13,727.26	.00	.00	-25,676.74	34.8%
70202512	48300 MISC INTERGOV REVEN	0	0	774.00	-1,598.00	.00	-774.00	100.0%
70302512	43250 MISCELLANEOUS FINES	-10,000	-10,000	-5,000.00	.00	.00	-5,000.00	50.0%
70302512	47100 INTEREST INC- INVES	-7,544	-7,544	-3,755.92	.00	.00	-3,788.08	49.8%
70408105	47100 INTEREST INC- INVES	-2,789	-2,789	-723.57	.00	.00	-2,065.43	25.9%
70408105	47110 OTHER INTEREST INCO	0	0	-8,697.15	.00	.00	8,697.15	100.0%
70508105	47100 INTEREST INC- INVES	-149,525	-149,525	-36,526.66	.00	.00	-112,998.34	24.4%
70508105	47110 OTHER INTEREST INCO	0	0	-92,795.64	.00	.00	92,795.64	100.0%
70608105	47100 INTEREST INC- INVES	-10,595	-10,595	-2,802.94	.00	.00	-7,792.06	26.5%
TOTAL OTH. DEVPT FEES FUND		-1,390,261	-1,390,261	-1,419,470.16	-36,102.50	.00	29,209.16	102.1%
TOTAL REVENUES		-1,390,261	-1,390,261	-1,419,470.16	-36,102.50	.00	29,209.16	

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420	HOUSING SUC AGCY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
420 HOUSING SUC AGCY FUND								
4208101 47100	INTEREST INC- INVEST	-85,396	-85,396	-16,847.00	.00	.00	-68,549.00	19.7%
4208101 47110	OTHER INTEREST INCOM	0	0	-23,919.95	.00	.00	23,919.95	100.0%
4208105 49500	PRINCIPAL PAYMENTS R	0	0	-65,244.00	-65,244.00	.00	65,244.00	100.0%
TOTAL HOUSING SUC AGCY FUND		-85,396	-85,396	-106,010.95	-65,244.00	.00	20,614.95	124.1%
TOTAL REVENUES		-85,396	-85,396	-106,010.95	-65,244.00	.00	20,614.95	
429 CDC SUCCESSOR AGENCY FUND								
4291421 40150	TAX INCREMENT	0	0	-5,373,472.00	.00	.00	5,373,472.00	100.0%
4291421 47110	OTHER INTEREST INCOM	0	0	-242,062.60	-92,510.72	.00	242,062.60	100.0%
TOTAL CDC SUCCESSOR AGENCY FUND		0	0	-5,615,534.60	-92,510.72	.00	5,615,534.60	100.0%
TOTAL REVENUES		0	0	-5,615,534.60	-92,510.72	.00	5,615,534.60	
481 DOWNTOWN IMPROVEMENT DISTRICT								
4811001 47100	INTEREST INC- INVEST	-105,760	-105,760	-28,054.47	.00	.00	-77,705.53	26.5%
TOTAL DOWNTOWN IMPROVEMENT DISTRI		-105,760	-105,760	-28,054.47	.00	.00	-77,705.53	26.5%
TOTAL REVENUES		-105,760	-105,760	-28,054.47	.00	.00	-77,705.53	
500 BOND ASSESSMENT DISTRICTS								
50001001 46000	SPECIAL ASSMNT REV-	0	0	-304,871.29	.00	.00	304,871.29	100.0%
50003801 46000	SPECIAL ASSMNT REV-	-544,800	-544,800	.00	.00	.00	-544,800.00	.0%
50003801 47110	OTHER INTEREST INCO	0	0	-7,845.03	-2,269.55	.00	7,845.03	100.0%
50503801 46000	SPECIAL ASSMNT REV-	-196,672	-196,672	-99,904.59	.00	.00	-96,767.41	50.8%
50503801 47110	OTHER INTEREST INCO	0	0	-13,227.55	-4,475.90	.00	13,227.55	100.0%
50603801 46000	SPECIAL ASSMNT REV-	-843,408	-843,408	-415,621.32	.00	.00	-427,786.68	49.3%
50603801 47110	OTHER INTEREST INCO	0	0	-12,498.35	-3,606.75	.00	12,498.35	100.0%
50703801 46000	SPECIAL ASSMNT REV-	-1,874,611	-1,874,611	-1,015,744.94	.00	.00	-858,866.06	54.2%
50703801 47110	OTHER INTEREST INCO	0	0	-101.47	-84.19	.00	101.47	100.0%
50703801 49920	TRANSFER IN - SP. D	-4,471	-4,471	.00	.00	.00	-4,471.00	.0%

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500	BOND ASSESSMENT DISTRICTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51003801 46400	SP.ASSMNT MELLO-ROO	-644,278	-644,278	-358,106.15	.00	.00	-286,171.85	55.6%
51003801 47110	OTHER INTEREST INCO	0	0	-10,856.23	-3,212.14	.00	10,856.23	100.0%
TOTAL BOND ASSESSMENT DISTRICTS		-4,108,240	-4,108,240	-2,238,776.92	-13,648.53	.00	-1,869,463.08	54.5%
TOTAL REVENUES		-4,108,240	-4,108,240	-2,238,776.92	-13,648.53	.00	-1,869,463.08	
541 DEVELOPER/OTHER DEPOSITS FUND								
5411001 47300 T0019	DONATIONS AND C	0	0	-36,776.69	.00	.00	36,776.69	100.0%
5411701 47000 D0102	MISCELLANEOUS R	0	-11,879	-11,878.96	.00	.00	.00	100.0%
5414101 47500 T0135	DEVELOPMENT DEP	0	-114,229	.00	.00	.00	-114,229.00	.0%
5414101 47500 T0139	DEVELOPMENT DEP	0	-47,036	.00	.00	.00	-47,036.00	.0%
5414101 47500 T0168	DEVELOPMENT DEP	0	-7,329	.00	.00	.00	-7,328.77	.0%
5414101 47500 T0169	DEVELOPMENT DEP	0	-21,892	.00	.00	.00	-21,892.32	.0%
5414101 47500 T0299	DEVELOPMENT DEP	0	-89,420	.00	.00	.00	-89,420.00	.0%
5414102 47500 D0057	DEVELOPMENT DEP	0	-63,000	.00	.00	.00	-63,000.00	.0%
5418105 47000	MISCELLANEOUS REVENU	0	0	-1,150.00	-350.00	.00	1,150.00	100.0%
TOTAL DEVELOPER/OTHER DEPOSITS FU		0	-354,785	-49,805.65	-350.00	.00	-304,979.40	14.0%
TOTAL REVENUES		0	-354,785	-49,805.65	-350.00	.00	-304,979.40	
545 HOUSING AUTHORITY PAYROLL FUND								
5451001 49400	HOUSING PAYROLL REIM	0	0	-2,896,352.86	.00	.00	2,896,352.86	100.0%
TOTAL HOUSING AUTHORITY PAYROLL F		0	0	-2,896,352.86	.00	.00	2,896,352.86	100.0%
TOTAL REVENUES		0	0	-2,896,352.86	.00	.00	2,896,352.86	
561 OXNARD DOWNTOWN MGT DIST FUND								
5618110 46100	SPECIAL ASSMNT REV-M	0	0	-200,474.84	.00	.00	200,474.84	100.0%
5618110 47100	INTEREST INC- INVEST	-5,768	-5,768	-1,075.88	.00	.00	-4,692.12	18.7%
TOTAL OXNARD DOWNTOWN MGT DIST FU		-5,768	-5,768	-201,550.72	.00	.00	195,782.72	3494.3%
TOTAL REVENUES		-5,768	-5,768	-201,550.72	.00	.00	195,782.72	
571 CONTRIBUTIONS TRUST FUND								
5711001 47300	DONATIONS AND CONTRI	0	0	300.00	.00	.00	-300.00	100.0%

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571	CONTRIBUTIONS TRUST FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5711622	40510	D0002	BUSINESS LICENS	0	0	-31,354.78	-3,360.00	.00	31,354.78	100.0%
5712131	47300	T0015	DONATIONS AND C	0	0	75,435.00	4,432.00	.00	-75,435.00	100.0%
5713101	47300	M2201	DONATIONS AND C	0	-200,000	.00	.00	.00	-200,000.00	.0%
5713201	47300	M2504	DONATIONS AND C	0	-3,000	-3,000.00	.00	.00	.00	100.0%
5715401	47300	D0019	DONATIONS AND C	0	0	-58.76	.00	.00	58.76	100.0%
5715401	47300	T0130	DONATIONS AND C	0	-345	-1,150.31	-122.38	.00	804.91	333.0%
5715401	47300	T0131	DONATIONS AND C	0	0	-135.63	.00	.00	135.63	100.0%
5715403	47300	B2502	DONATIONS AND C	0	-11,965	-11,965.00	.00	.00	.00	100.0%
5715501	47300	T0133	DONATIONS AND C	0	0	-5,965.89	.00	490.00	5,475.89	100.0%
5715503	47300	B2503	DONATIONS AND C	0	-5,000	-5,000.00	.00	.00	.00	100.0%
TOTAL CONTRIBUTIONS TRUST FUND				0	-220,310	17,104.63	949.62	490.00	-237,905.03	-8.0%
TOTAL REVENUES				0	-220,310	17,104.63	949.62	490.00	-237,905.03	
601 WATER OPERATING FUND										
6013600	43270	PENALTIES & FORFEITU		-688,450	-688,450	-426,722.33	-40,838.05	.00	-261,727.67	62.0%
6013600	43400	DAMAGE REIMBURSEMENT		0	0	-63,571.91	-3,330.89	.00	63,571.91	100.0%
6013600	45100	WATER CHARGES - RES		-35,777,686	-35,777,686	-27,242,601.47	-2,978,652.42	.00	-8,535,084.53	76.1%
6013600	45110	WATER CHARGES - COMM		-25,308,420	-25,308,420	-17,968,666.76	-1,589,917.50	.00	-7,339,753.24	71.0%
6013600	45120	WATER CHARGES - FIRE		-1,187,126	-1,187,126	-526,012.49	-63,398.14	.00	-661,113.51	44.3%
6013600	45140	WATER - PHWA SVC AGM		-982,380	-982,380	-683,792.59	-27,314.28	.00	-298,587.41	69.6%
6013600	45150	WATER - MISC SERVICE		-664,320	-664,320	-391,689.90	-44,144.00	.00	-272,630.10	59.0%
6013600	45190	WATER - OTHER REVENU		-200,209	-200,209	-190,215.92	-11,970.00	.00	-9,993.08	95.0%
6013600	47000	MISCELLANEOUS REVENU		-49,000	-49,000	4,835.73	.00	.00	-53,835.73	-9.9%
6013600	47100	INTEREST INC- INVEST		-604,436	-604,436	-56,578.05	.00	.00	-547,857.95	9.4%
6013600	47110	OTHER INTEREST INCOM		-677,566	-677,566	-386,584.57	-112,269.01	.00	-290,981.43	57.1%
6013600	47200	BETTER AMERICA BOND		-2,067,894	-2,067,894	-909,513.33	.00	.00	-1,158,380.67	44.0%
6013600	47800	SALES OF ASSETS		0	0	-21,465.50	.00	.00	21,465.50	100.0%
6013600	49000	TRANSFERS IN (LABOR)		-80,000	-80,000	-5,339.88	.00	.00	-74,660.12	6.7%
6013600	49000	C1803 TRANSFERS IN (L		0	0	-3,806.74	.00	.00	3,806.74	100.0%
6013600	49000	C1806 TRANSFERS IN (L		0	0	-1,675.87	.00	.00	1,675.87	100.0%
6013600	49000	C2005 TRANSFERS IN (L		0	0	-9,907.58	.00	.00	9,907.58	100.0%
6013600	49000	C2021 TRANSFERS IN (L		0	0	-2,550.00	.00	.00	2,550.00	100.0%
6013600	49000	C2027 TRANSFERS IN (L		0	0	-590.56	.00	.00	590.56	100.0%
6013600	49000	C2040 TRANSFERS IN (L		0	0	-973.19	.00	.00	973.19	100.0%
6013600	49000	C2102 TRANSFERS IN (L		0	0	-1,736.49	.00	.00	1,736.49	100.0%
6013600	49000	C2124 TRANSFERS IN (L		0	0	-409.20	.00	.00	409.20	100.0%
6013600	49000	C2201 TRANSFERS IN (L		0	0	-22,050.29	.00	.00	22,050.29	100.0%
6013600	49000	C2205 TRANSFERS IN (L		0	0	-38,373.30	.00	.00	38,373.30	100.0%
6013600	49000	C2209 TRANSFERS IN (L		0	0	-41,869.24	.00	.00	41,869.24	100.0%
6013600	49000	C2212 TRANSFERS IN (L		0	0	-1,278.53	.00	.00	1,278.53	100.0%

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601	WATER OPERATING FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600	49000	C2217	TRANSFERS IN (L	0	0	-314.36	.00	.00	314.36	100.0%
6013600	49000	C2218	TRANSFERS IN (L	0	0	-134.69	.00	.00	134.69	100.0%
6013600	49000	C2220	TRANSFERS IN (L	0	0	-5,612.03	.00	.00	5,612.03	100.0%
6013600	49000	C2227	TRANSFERS IN (L	0	0	-273.14	.00	.00	273.14	100.0%
6013600	49000	C2228	TRANSFERS IN (L	0	0	-5,353.24	.00	.00	5,353.24	100.0%
6013600	49000	C2231	TRANSFERS IN (L	0	0	-388.30	.00	.00	388.30	100.0%
6013600	49000	C2232	TRANSFERS IN (L	0	0	-9,106.73	.00	.00	9,106.73	100.0%
6013600	49000	C2234	TRANSFERS IN (L	0	0	-10,103.91	.00	.00	10,103.91	100.0%
6013600	49000	C2239	TRANSFERS IN (L	0	0	-12,672.72	.00	.00	12,672.72	100.0%
6013600	49000	C2241	TRANSFERS IN (L	0	0	-2,019.99	.00	.00	2,019.99	100.0%
6013600	49000	C2249	TRANSFERS IN (L	0	0	-3,552.26	.00	.00	3,552.26	100.0%
6013600	49000	C2305	TRANSFERS IN (L	0	0	-3,148.21	.00	.00	3,148.21	100.0%
6013600	49000	C2306	TRANSFERS IN (L	0	0	-2,122.67	.00	.00	2,122.67	100.0%
6013600	49000	C2313	TRANSFERS IN (L	0	0	-1,621.20	.00	.00	1,621.20	100.0%
6013600	49000	C2553	TRANSFERS IN (L	0	0	-494.00	.00	.00	494.00	100.0%
6013600	49000	M2210	TRANSFERS IN (L	0	0	-904.88	.00	.00	904.88	100.0%
6013600	49500		PRINCIPAL PAYMENTS R	-148,986	-148,986	-148,985.96	.00	.00	-.04	100.0%
6013600	49510		INTEREST PAYMENTS -	-10,355	-10,355	-10,354.10	.00	.00	-.90	100.0%
6013602	47000		MISCELLANEOUS REVENU	0	0	-7,947.98	.00	.00	7,947.98	100.0%
6013603	49000	C2022	TRANSFERS IN (L	0	0	-68,289.56	.00	.00	68,289.56	100.0%
6013604	49000	C2022	TRANSFERS IN (L	0	0	-2,391.51	.00	.00	2,391.51	100.0%
6013605	45130		WATER - RECYCLED WAT	-371,163	-371,163	-294,061.30	-22,780.06	.00	-77,101.70	79.2%
6013605	45135		RECYCLE WATER INCEN	0	0	-49,066.47	.00	.00	49,066.47	100.0%
6013605	49000		TRANSFERS IN (LABOR)	0	0	-1,442.83	.00	.00	1,442.83	100.0%
TOTAL WATER OPERATING FUND				-68,817,991	-68,817,991	-49,633,502.00	-4,894,614.35	.00	-19,184,489.00	72.1%
TOTAL REVENUES				-68,817,991	-68,817,991	-49,633,502.00	-4,894,614.35	.00	-19,184,489.00	
602 WATER CIP FUND										
6023600	49300	C1001	TRANSFERS IN -	0	-10,504,815	.00	.00	.00	-10,504,814.55	.0%
6023600	49300	C1101	TRANSFERS IN -	0	-12,133	.00	.00	.00	-12,132.72	.0%
6023600	49300	C1806	TRANSFERS IN -	0	-4,263	-3,351.74	.00	.00	-910.90	78.6%
6023600	49300	C2021	TRANSFERS IN -	-4,500,000	-7,885,200	-451,229.57	-142,288.97	.00	-7,433,970.88	5.7%
6023600	49300	C2022	TRANSFERS IN -	0	-8,407,617	-6,343,549.56	-1,352,593.94	.00	-2,064,067.80	75.5%
6023600	49300	C2023	TRANSFERS IN -	-250,000	-3,500,000	-259,518.55	-24,077.79	.00	-3,240,481.45	7.4%
6023600	49300	C2026	TRANSFERS IN -	-2,000,000	-1,600,000	-104,493.01	-104,493.01	.00	-1,495,507.17	6.5%
6023600	49300	C2113	TRANSFERS IN -	0	-400,000	.00	.00	.00	-400,000.00	.0%
6023600	49300	C2115	TRANSFERS IN -	-1,000,000	-505,499	-20,940.24	.00	.00	-484,558.54	4.1%
6023600	49300	C2226	TRANSFERS IN -	-1,250,000	-2,588,434	-75,385.00	-3,897.90	.00	-2,513,048.84	2.9%
6023600	49300	C2227	TRANSFERS IN -	-300,000	-533,608	-803.39	-699.65	.00	-532,804.16	.2%
6023600	49300	C2228	TRANSFERS IN -	-700,000	-4,777,322	-212,891.57	-787.05	.00	-4,564,430.85	4.5%

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602	WATER CIP FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6023600	49300	C2229 TRANSFERS IN -	-50,000	-518,988	-457,649.46	-23,012.53	.00	-61,338.39	88.2%
6023600	49300	C2231 TRANSFERS IN -	-350,000	-546,027	-1,142.02	.00	.00	-544,884.72	.2%
6023600	49300	C2308 TRANSFERS IN -	0	-600,000	.00	.00	.00	-600,000.00	.0%
6023600	49300	C2401 TRANSFERS IN -	0	-62,565	.00	.00	.00	-62,565.16	.0%
6023600	49300	C2551 TRANSFERS IN -	0	-1,500,000	.00	.00	.00	-1,500,000.00	.0%
6023607	49300	C2022 TRANSFERS IN -	0	-9,393	.00	.00	.00	-9,393.00	.0%
6023607	49300	C2027 TRANSFERS IN -	0	-711,486	-29,792.32	.00	.00	-681,693.77	4.2%
TOTAL WATER CIP FUND			-10,400,000	-44,667,349	-7,960,746.43	-1,651,850.84	.00	-36,706,602.90	17.8%
TOTAL REVENUES			-10,400,000	-44,667,349	-7,960,746.43	-1,651,850.84	.00	-36,706,602.90	
603 WATER DEVLPMT IMPACT FEES FUND									
6033600	45180	WATER-RESOURCE DEV F	-684,800	-684,800	-256,823.18	-16,751.00	.00	-427,976.82	37.5%
6033600	47100	INTEREST INC- INVEST	-461,269	-461,269	-135,158.75	.00	.00	-326,110.25	29.3%
TOTAL WATER DEVLPMT IMPACT FEES F			-1,146,069	-1,146,069	-391,981.93	-16,751.00	.00	-754,087.07	34.2%
TOTAL REVENUES			-1,146,069	-1,146,069	-391,981.93	-16,751.00	.00	-754,087.07	
605 WATER CAP FACILITY FUND									
6053600	45170	WATER-CAPITAL FAC CH	-84,000	-84,000	-31,713.00	-2,046.00	.00	-52,287.00	37.8%
6053600	47100	INTEREST INC- INVEST	-39,920	-39,920	-11,926.59	.00	.00	-27,993.41	29.9%
TOTAL WATER CAP FACILITY FUND			-123,920	-123,920	-43,639.59	-2,046.00	.00	-80,280.41	35.2%
TOTAL REVENUES			-123,920	-123,920	-43,639.59	-2,046.00	.00	-80,280.41	
606 WATER RESOURCE FEE FUND									
6063600	45190	WATER - OTHER REVENU	-254,900	-254,900	.00	.00	.00	-254,900.00	.0%
6063600	47100	INTEREST INC- INVEST	-45,913	-45,913	-12,903.69	.00	.00	-33,009.31	28.1%
TOTAL WATER RESOURCE FEE FUND			-300,813	-300,813	-12,903.69	.00	.00	-287,909.31	4.3%
TOTAL REVENUES			-300,813	-300,813	-12,903.69	.00	.00	-287,909.31	
608 WATER SECURITY-CONT PREV FUND									
6083607	45150	WATER - MISC SERVICE	-7,946	-7,946	-8,196.05	-176.64	.00	250.05	103.1%

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608	WATER SECURITY-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6083607 45160	WATER-CROSS CONTAM P	-423,454	-423,454	-291,529.02	-20,284.00	.00	-131,924.98	68.8%
6083607 47100	INTEREST INC- INVEST	-33,972	-33,972	1,619.86	.00	.00	-35,591.86	-4.8%
	TOTAL WATER SECURITY-CONT PREV FU	-465,372	-465,372	-298,105.21	-20,460.64	.00	-167,266.79	64.1%
	TOTAL REVENUES	-465,372	-465,372	-298,105.21	-20,460.64	.00	-167,266.79	
609 WATER BOND 2021A REV BOND FUND								
6093600 47110	OTHER INTEREST INCOM	0	0	-56,335.23	-113.49	.00	56,335.23	100.0%
	TOTAL WATER BOND 2021A REV BOND F	0	0	-56,335.23	-113.49	.00	56,335.23	100.0%
	TOTAL REVENUES	0	0	-56,335.23	-113.49	.00	56,335.23	
611 WASTEWATER OPERATING FUND								
6113610 43270	PENALTIES & FORFEITU	-425,000	-425,000	-354,914.18	-29,469.42	.00	-70,085.82	83.5%
6113610 45200	SEWER CHARGES - RES	-22,500,000	-22,500,000	-15,888,494.62	-1,808,630.03	.00	-6,611,505.38	70.6%
6113610 45210	SEWER CHARGES - RES	-7,560,000	-7,560,000	-5,330,790.51	-620,036.97	.00	-2,229,209.49	70.5%
6113610 45220	SEWER CHARGES - COMM	-5,160,000	-5,160,000	-3,849,059.25	-372,963.97	.00	-1,310,940.75	74.6%
6113610 45230	SEWER CHARGES - INDU	-5,640,000	-5,640,000	-3,223,749.03	-279,651.41	.00	-2,416,250.97	57.2%
6113610 45240	SEWER CHARGES-OUTSID	-550,000	-550,000	-255,337.75	-279,672.95	.00	-294,662.25	46.4%
6113610 45250	SEWER CODE ENFORCEME	0	0	-24,703.82	-500.00	.00	24,703.82	100.0%
6113610 47000	MISCELLANEOUS REVENU	0	0	-23,266.57	-1,386.92	.00	23,266.57	100.0%
6113610 47100	INTEREST INC- INVEST	-1,686,106	-1,686,106	-305,817.09	.00	.00	-1,380,288.91	18.1%
6113610 47110	OTHER INTEREST INCOM	0	0	-4,220.61	-233.12	.00	4,220.61	100.0%
6113610 47800	SALES OF ASSETS	0	0	-19,665.00	.00	.00	19,665.00	100.0%
6113612 45250	SEWER CODE ENFORCEME	-250,000	-250,000	-73,391.08	-12,458.27	.00	-176,608.92	29.4%
6113612 45260	DISCHARGE PERMIT-WW	-150,000	-150,000	-110,696.65	-8,800.00	.00	-39,303.35	73.8%
6113613 47000	MISCELLANEOUS REVENU	0	0	18.18	.00	.00	-18.18	100.0%
6113614 45240	SEWER CHARGES-OUTSID	-2,300,000	-2,300,000	-1,472,317.08	.00	.00	-827,682.92	64.0%
6113614 45270	WW LABORATORY SERVIC	-12,000	-12,000	-10,521.24	.00	.00	-1,478.76	87.7%
6113614 49000 C1803	TRANSFERS IN (L	0	0	-3,806.72	.00	.00	3,806.72	100.0%
6113614 49000 C1806	TRANSFERS IN (L	0	0	-1,675.87	.00	.00	1,675.87	100.0%
6113614 49000 C2005	TRANSFERS IN (L	0	0	-4,067.40	.00	.00	4,067.40	100.0%
6113614 49000 C2021	TRANSFERS IN (L	0	0	-1,764.84	.00	.00	1,764.84	100.0%
6113614 49000 C2027	TRANSFERS IN (L	0	0	-573.12	.00	.00	573.12	100.0%
6113614 49000 C2040	TRANSFERS IN (L	0	0	-944.63	.00	.00	944.63	100.0%
6113614 49000 C2102	TRANSFERS IN (L	0	0	-600.82	.00	.00	600.82	100.0%
6113614 49000 C2124	TRANSFERS IN (L	0	0	-397.40	.00	.00	397.40	100.0%
6113614 49000 C2201	TRANSFERS IN (L	0	0	-21,403.04	.00	.00	21,403.04	100.0%

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611	WASTEWATER	OPERATING	FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6113614	49000	C2205	TRANSFERS IN (L	0	0	-23,019.76	.00	.00	23,019.76	100.0%
6113614	49000	C2209	TRANSFERS IN (L	0	0	-33,800.26	.00	.00	33,800.26	100.0%
6113614	49000	C2217	TRANSFERS IN (L	0	0	-305.11	.00	.00	305.11	100.0%
6113614	49000	C2218	TRANSFERS IN (L	0	0	-130.83	.00	.00	130.83	100.0%
6113614	49000	C2220	TRANSFERS IN (L	0	0	-5,447.07	.00	.00	5,447.07	100.0%
6113614	49000	C2227	TRANSFERS IN (L	0	0	-265.11	.00	.00	265.11	100.0%
6113614	49000	C2228	TRANSFERS IN (L	0	0	-5,196.04	.00	.00	5,196.04	100.0%
6113614	49000	C2231	TRANSFERS IN (L	0	0	-376.86	.00	.00	376.86	100.0%
6113614	49000	C2232	TRANSFERS IN (L	0	0	-8,838.68	.00	.00	8,838.68	100.0%
6113614	49000	C2234	TRANSFERS IN (L	0	0	-9,806.26	.00	.00	9,806.26	100.0%
6113614	49000	C2239	TRANSFERS IN (L	0	0	-6,322.65	.00	.00	6,322.65	100.0%
6113614	49000	C2241	TRANSFERS IN (L	0	0	-1,960.57	.00	.00	1,960.57	100.0%
6113614	49000	C2249	TRANSFERS IN (L	0	0	-3,447.84	.00	.00	3,447.84	100.0%
6113614	49000	C2305	TRANSFERS IN (L	0	0	-3,055.18	.00	.00	3,055.18	100.0%
6113614	49000	C2306	TRANSFERS IN (L	0	0	-2,060.30	.00	.00	2,060.30	100.0%
6113614	49000	C2313	TRANSFERS IN (L	0	0	-1,573.31	.00	.00	1,573.31	100.0%
6113614	49000	C2553	TRANSFERS IN (L	0	0	-101.39	.00	.00	101.39	100.0%
6113614	49000	M2210	TRANSFERS IN (L	0	0	-878.37	.00	.00	878.37	100.0%
6113615	49000	C2005	TRANSFERS IN (L	0	0	-5,548.93	.00	.00	5,548.93	100.0%
6113615	49000	C2021	TRANSFERS IN (L	0	0	-710.29	.00	.00	710.29	100.0%
6113615	49000	C2102	TRANSFERS IN (L	0	0	-1,105.61	.00	.00	1,105.61	100.0%
6113615	49000	C2205	TRANSFERS IN (L	0	0	-15,323.04	.00	.00	15,323.04	100.0%
6113615	49000	C2209	TRANSFERS IN (L	0	0	-8,053.92	.00	.00	8,053.92	100.0%
6113615	49000	C2212	TRANSFERS IN (L	0	0	-1,278.35	.00	.00	1,278.35	100.0%
6113615	49000	C2235	TRANSFERS IN (L	0	0	-328.34	.00	.00	328.34	100.0%
6113615	49000	C2236	TRANSFERS IN (L	0	0	-328.34	.00	.00	328.34	100.0%
6113615	49000	C2310	TRANSFERS IN (L	0	0	-82.10	.00	.00	82.10	100.0%
TOTAL WASTEWATER OPERATING FUND				-46,233,106	-46,233,106	-31,121,504.65	-3,413,803.06	.00	-15,111,601.35	67.3%
TOTAL REVENUES				-46,233,106	-46,233,106	-31,121,504.65	-3,413,803.06	.00	-15,111,601.35	
612 WASTEWATER CIP FUND										
6123610	49300	C1814	TRANSFERS IN -	-21,000,000	-26,870,407	-60,232.49	.00	.00	-26,810,174.56	.2%
6123610	49300	C1815	TRANSFERS IN -	0	-142,101	.00	.00	.00	-142,101.00	.0%
6123610	49300	C2029	TRANSFERS IN -	0	-2,589,320	-70,767.28	-220.00	.00	-2,518,552.46	2.7%
6123610	49300	C2116	TRANSFERS IN -	0	-909,527	.00	.00	.00	-909,527.00	.0%
6123610	49300	C2117	TRANSFERS IN -	0	-244,823	.00	.00	.00	-244,822.50	.0%
6123610	49300	C2118	TRANSFERS IN -	0	-3,886,933	-194,403.00	-194,403.00	.00	-3,692,530.09	5.0%
6123610	49300	C2119	TRANSFERS IN -	0	-400,000	.00	.00	.00	-400,000.00	.0%
6123610	49300	C2201	TRANSFERS IN -	-22,000,000	-55,488,908	-10,146,411.84	-3,094,163.76	.00	-45,342,496.31	18.3%
6123610	49300	C2218	TRANSFERS IN -	0	-278,599	.00	.00	.00	-278,599.29	.0%

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612	WASTEWATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6123610 49300 C2232	TRANSFERS IN -	-3,700,000	-7,906,762	-152,776.35	-17,852.83	.00	-7,753,985.29	1.9%
6123610 49300 C2234	TRANSFERS IN -	-3,000,000	-3,792,687	-30,045.87	-2,361.38	.00	-3,762,640.65	.8%
6123610 49300 C2235	TRANSFERS IN -	0	-7,249,284	-328.34	-328.34	.00	-7,248,955.66	.0%
6123610 49300 C2236	TRANSFERS IN -	0	-3,103,586	-253,326.71	-70,114.07	.00	-2,850,259.19	8.2%
6123610 49300 C2309	TRANSFERS IN -	-5,000,000	-6,310,254	-2,627.97	.00	.00	-6,307,625.70	.0%
6123610 49300 C2310	TRANSFERS IN -	0	-1,449,827	-56,674.51	-10,518.37	.00	-1,393,152.57	3.9%
6123610 49300 C2402	TRANSFERS IN -	-1,000,000	-1,946,272	-880,573.44	-135,526.31	.00	-1,065,698.56	45.2%
6123610 49300 C2408	TRANSFERS IN -	-500,000	-600,000	.00	.00	.00	-600,000.00	.0%
6123610 49300 C2544	TRANSFERS IN -	-140,000	-140,000	.00	.00	.00	-140,000.00	.0%
6123615 49300 C2552	TRANSFERS IN -	0	-301,560	-792.75	-792.75	.00	-300,767.25	.3%
6123616 49300 C2201	TRANSFERS IN -	0	-1,892,299	.00	.00	.00	-1,892,299.00	.0%
TOTAL WASTEWATER CIP FUND		-56,340,000	-125,503,148	-11,848,960.55	-3,526,280.81	.00	-113,654,187.08	9.4%
TOTAL REVENUES		-56,340,000	-125,503,148	-11,848,960.55	-3,526,280.81	.00	-113,654,187.08	
613 WASTEWATER CONNECTION FEE FUND								
6133610 45280	SEWER CONNECTION FEE	-1,000,000	-1,000,000	-385,362.14	-26,474.24	.00	-614,637.86	38.5%
6133610 47100	INTEREST INC- INVEST	-330,855	-330,855	-116,917.63	.00	.00	-213,937.37	35.3%
TOTAL WASTEWATER CONNECTION FEE F		-1,330,855	-1,330,855	-502,279.77	-26,474.24	.00	-828,575.23	37.7%
TOTAL REVENUES		-1,330,855	-1,330,855	-502,279.77	-26,474.24	.00	-828,575.23	
617 WASTEWATER BONDS/SRF LOANS								
6171001 47900	PROCEEDS FROM SALE O	-48,000,000	-83,185,792	.00	.00	.00	-83,185,792.15	.0%
TOTAL WASTEWATER BONDS/SRF LOANS		-48,000,000	-83,185,792	.00	.00	.00	-83,185,792.15	.0%
TOTAL REVENUES		-48,000,000	-83,185,792	.00	.00	.00	-83,185,792.15	
628 WASTEWATER SEC-CONT PREV FUND								
6283616 47100	INTEREST INC- INVEST	-22,719	-22,719	-15,334.47	.00	.00	-7,384.53	67.5%
TOTAL WASTEWATER SEC-CONT PREV FU		-22,719	-22,719	-15,334.47	.00	.00	-7,384.53	67.5%
TOTAL REVENUES		-22,719	-22,719	-15,334.47	.00	.00	-7,384.53	
631 SOLID WASTE OPERATING FUND								
6313630 47000	MISCELLANEOUS REVENU	-12,025	-12,025	290.06	.00	.00	-12,315.06	-2.4%

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631	SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313630 47100	INTEREST INC- INVEST	-434,700	-434,700	-50,143.30	.00	.00	-384,556.70	11.5%
6313630 49000	C2005 TRANSFERS IN (L	0	0	-9,616.32	.00	.00	9,616.32	100.0%
6313630 49000	C2021 TRANSFERS IN (L	0	0	-2,475.13	.00	.00	2,475.13	100.0%
6313630 49000	C2102 TRANSFERS IN (L	0	0	-991.47	.00	.00	991.47	100.0%
6313630 49000	C2201 TRANSFERS IN (L	0	0	-21,403.04	.00	.00	21,403.04	100.0%
6313630 49000	C2205 TRANSFERS IN (L	0	0	-979.98	.00	.00	979.98	100.0%
6313630 49000	C2209 TRANSFERS IN (L	0	0	-468.11	.00	.00	468.11	100.0%
6313630 49000	C2220 TRANSFERS IN (L	0	0	-5,446.73	.00	.00	5,446.73	100.0%
6313630 49000	C2227 TRANSFERS IN (L	0	0	-265.14	.00	.00	265.14	100.0%
6313630 49000	C2228 TRANSFERS IN (L	0	0	-5,194.58	.00	.00	5,194.58	100.0%
6313630 49000	C2232 TRANSFERS IN (L	0	0	-8,838.04	.00	.00	8,838.04	100.0%
6313630 49000	C2234 TRANSFERS IN (L	0	0	-9,805.70	.00	.00	9,805.70	100.0%
6313630 49000	C2239 TRANSFERS IN (L	0	0	-10,876.53	.00	.00	10,876.53	100.0%
6313630 49000	C2241 TRANSFERS IN (L	0	0	-1,960.58	.00	.00	1,960.58	100.0%
6313631 47000	MISCELLANEOUS REVENU	0	0	-61.93	-30.00	.00	61.93	100.0%
6313632 43270	PENALTIES & FORFEITU	-265,000	-265,000	-313,015.13	-33,216.49	.00	48,015.13	118.1%
6313632 43400	DAMAGE REIMBURSEMENT	0	0	-2,170.45	-1,157.00	.00	2,170.45	100.0%
6313632 45300	RESIDENTIAL STANDARD	-18,814,014	-18,814,014	-13,811,720.17	-1,678,520.64	.00	-5,002,293.83	73.4%
6313632 45301	RESIDENTIAL SPECIAL	-134,044	-134,044	-100,289.88	-10,661.78	.00	-33,754.12	74.8%
6313632 45310	RESIDENTIAL EXTRA CA	-899,607	-899,607	-684,915.08	-83,526.26	.00	-214,691.92	76.1%
6313632 47000	MISCELLANEOUS REVENU	-2,040	-2,040	442.65	-225.00	.00	-2,482.65	-21.7%
6313633 45310	COMMERCIAL FEL 4-CUB	-13,848,026	-13,848,026	-10,354,707.99	-1,226,173.70	.00	-3,493,318.01	74.8%
6313633 45311	COMMERCIAL FEL 2-CUB	-4,172,960	-4,172,960	-3,174,920.34	-355,154.46	.00	-998,039.66	76.1%
6313633 45312	COMMERCIAL CARTS SER	-218,371	-218,371	-146,316.23	-17,007.94	.00	-72,054.77	67.0%
6313633 45313	COMMERCIAL SPECIAL P	-21,570	-21,570	-9,870.68	-639.60	.00	-11,699.32	45.8%
6313633 45314	COMMERCIAL FOOD WAST	-55,836	-55,836	-155,912.00	-17,801.58	.00	100,076.00	279.2%
6313634 45320	INDUSTRIAL 30-CUBIC	-1,659,468	-1,659,468	-1,519,340.22	-178,632.09	.00	-140,127.78	91.6%
6313634 45321	INDUSTRIAL 13.4-CUBI	-1,180,147	-1,180,147	-1,077,417.55	-102,383.97	.00	-102,729.45	91.3%
6313634 45322	INDUSTRIAL 30YD PASS	-1,246,492	-1,246,492	-2,214,334.54	-237,449.39	.00	967,842.54	177.6%
6313634 45323	INDUSTRIAL 13.4YD PA	-293,552	-293,552	-323,735.64	-50,914.87	.00	30,183.64	110.3%
6313634 45324	INDUSTRIAL SPECIAL P	-378,410	-378,410	-284,044.30	-33,142.17	.00	-94,365.70	75.1%
6313634 45325	INDUST SPEC P/U PASS	-602,811	-602,811	-341,832.88	-40,975.24	.00	-260,978.12	56.7%
6313634 45326	INDUSTRIAL RENTAL CH	-83,603	-83,603	-69,669.39	-7,450.67	.00	-13,933.61	83.3%
6313634 45327	WALKING FLOOR TRAILER	-521,881	-521,881	-333,051.27	-41,564.88	.00	-188,829.73	63.8%
6313634 45328	WALK FL TRAILER PASS	-776,529	-776,529	-547,766.53	-71,417.37	.00	-228,762.47	70.5%
6313634 47000	MISCELLANEOUS REVENU	0	0	-418.54	-50.00	.00	418.54	100.0%
6313635 45340	DEL NORTE WASTE GATE	-9,688,673	-9,688,673	-6,829,672.68	-685,243.27	.00	-2,859,000.32	70.5%
6313635 45341	DEL NORTE HOST FEE	-27,718	-27,718	.00	.00	.00	-27,718.00	.0%
6313635 45342	DEL NORTE CONST-DEMO	-172,971	-172,971	.00	.00	.00	-172,971.00	.0%
6313635 47000	MISCELLANEOUS REVENU	-15,000	-15,000	2,972.07	.00	.00	-17,972.07	-19.8%
6313635 47700	OTHER REIMBURSEMENTS	-13,000	-13,000	229.65	.00	.00	-13,229.65	-1.8%
6313636 45330	DEL NORTE MRF RECYCL	-3,335,000	-3,335,000	-1,847,172.27	-572,440.16	.00	-1,487,827.73	55.4%
6313636 45331	DEL NORTE MRF E-WAST	-15,000	-15,000	-1,142.73	.00	.00	-13,857.27	7.6%
6313636 45332	DEL NORTE MRF MATTRE	-50,000	-50,000	-22,421.25	-1,658.25	.00	-27,578.75	44.8%

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631	SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL SOLID WASTE OPERATING FUND	-58,938,448	-58,938,448	-44,290,449.89	-5,447,436.78	.00	-14,647,998.11	75.1%
	TOTAL REVENUES	-58,938,448	-58,938,448	-44,290,449.89	-5,447,436.78	.00	-14,647,998.11	
632 SOLID WASTE CIP FUND								
6323630	49300 C2032 TRANSFERS IN -	0	-1,272,541	.00	.00	.00	-1,272,541.00	.0%
6323630	49300 C2122 TRANSFERS IN -	0	-1,267,041	.00	.00	.00	-1,267,041.27	.0%
6323630	49300 C2124 TRANSFERS IN -	0	-1,383,333	-1,204.00	.00	.00	-1,382,128.54	.1%
6323630	49300 C2125 TRANSFERS IN -	0	-9,312	.00	.00	.00	-9,311.95	.0%
6323630	49300 C2218 TRANSFERS IN -	0	-300,000	.00	.00	.00	-300,000.00	.0%
6323630	49300 C2538 TRANSFERS IN -	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%
6323631	49300 C2423 TRANSFERS IN -	0	-519,396	.00	.00	.00	-519,396.00	.0%
6323639	49300 C2020 TRANSFERS IN -	0	-299,350	.00	.00	.00	-299,350.00	.0%
	TOTAL SOLID WASTE CIP FUND	-200,000	-5,250,973	-1,204.00	.00	.00	-5,249,768.76	.0%
	TOTAL REVENUES	-200,000	-5,250,973	-1,204.00	.00	.00	-5,249,768.76	
634 SOLID WASTE DEVELOPER FEE FUND								
6343632	45302 SOLID WASTE - RESID	-9,000	-9,000	-5,250.96	-514.80	.00	-3,749.04	58.3%
6343632	45303 SOLID WASTE - RESID	0	0	-2,242.47	-219.85	.00	2,242.47	100.0%
6343632	45304 SOLID WASTE - RESID	0	0	-2,874.36	-281.80	.00	2,874.36	100.0%
6343632	45305 SOLID WASTE - RESID	0	0	-2,401.59	-235.45	.00	2,401.59	100.0%
6343632	47100 INTEREST INC- INVEST	-19,972	-19,972	-6,257.87	.00	.00	-13,714.13	31.3%
6343633	45315 SOLID WASTE- COMM 2C	0	0	-796.00	.00	.00	796.00	100.0%
6343633	45316 SOLID WASTE- COMM 4C	-18,000	-18,000	-6,383.00	-2,946.00	.00	-11,617.00	35.5%
6343633	45317 SOLID WASTE - FRONT-	0	0	-4,462.80	-1,785.12	.00	4,462.80	100.0%
	TOTAL SOLID WASTE DEVELOPER FEE F	-46,972	-46,972	-30,669.05	-5,983.02	.00	-16,302.95	65.3%
	TOTAL REVENUES	-46,972	-46,972	-30,669.05	-5,983.02	.00	-16,302.95	
638 SOLID WASTE SEC - CONT PREV FU								
6383639	45150 SOLID WASTE COMTAM P	-170,000	-170,000	7,482.72	-22.80	.00	-177,482.72	-4.4%
6383639	47100 INTEREST INC- INVEST	-23,855	-23,855	-7,230.22	.00	.00	-16,624.78	30.3%
	TOTAL SOLID WASTE SEC - CONT PREV	-193,855	-193,855	252.50	-22.80	.00	-194,107.50	-.1%
	TOTAL REVENUES	-193,855	-193,855	252.50	-22.80	.00	-194,107.50	

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641	PERFORMING ARTS CENTER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
641 PERFORMING ARTS CENTER FUND								
6415601 43100	PACC VENDOR FACILITY	-233,000	-233,000	-170,773.40	27,165.85	.00	-62,226.60	73.3%
6415601 43110	PACC VENDOR CONCESSI	-15,000	-15,000	-11,874.57	993.62	.00	-3,125.43	79.2%
TOTAL PERFORMING ARTS CENTER FUND		-248,000	-248,000	-182,647.97	28,159.47	.00	-65,352.03	73.6%
TOTAL REVENUES		-248,000	-248,000	-182,647.97	28,159.47	.00	-65,352.03	
651 GOLF COURSE OPERATING FUND								
6513640 44100	GOLF COURSE - OPERAT	-6,146,450	-6,500,000	-4,591,231.83	-146,334.22	.00	-1,908,768.17	70.6%
6513640 47000	MISCELLANEOUS REVENU	-265,200	-265,200	.00	.00	.00	-265,200.00	.0%
6513640 47100	INTEREST INC- INVEST	-157,436	-157,436	-45,758.00	.00	.00	-111,678.00	29.1%
TOTAL GOLF COURSE OPERATING FUND		-6,569,086	-6,922,636	-4,636,989.83	-146,334.22	.00	-2,285,646.17	67.0%
TOTAL REVENUES		-6,569,086	-6,922,636	-4,636,989.83	-146,334.22	.00	-2,285,646.17	
652 GOLF COURSE CIP FUND								
6523640 49300 C2242	TRANSFERS IN -	0	-600,000	.00	.00	.00	-600,000.00	.0%
6523640 49300 C2312	TRANSFERS IN -	-150,000	-252,066	-25,484.51	.00	.00	-226,581.95	10.1%
6523640 49300 C2313	TRANSFERS IN -	-1,200,000	-1,637,561	-7,662.23	-842.51	.00	-1,629,898.43	.5%
TOTAL GOLF COURSE CIP FUND		-1,350,000	-2,489,627	-33,146.74	-842.51	.00	-2,456,480.38	1.3%
TOTAL REVENUES		-1,350,000	-2,489,627	-33,146.74	-842.51	.00	-2,456,480.38	
701 PUBLIC LIAB & PROP INSUR ISF								
7011704 47100	INTEREST INC- INVEST	-57,359	-57,359	4,519.53	.00	.00	-61,878.53	-7.9%
7011704 49100	LIABILITY INSURANCE	-9,253,768	-9,253,768	-6,930,460.62	-771,147.18	.00	-2,323,307.38	74.9%
TOTAL PUBLIC LIAB & PROP INSUR IS		-9,311,127	-9,311,127	-6,925,941.09	-771,147.18	.00	-2,385,185.91	74.4%
TOTAL REVENUES		-9,311,127	-9,311,127	-6,925,941.09	-771,147.18	.00	-2,385,185.91	
702 WORKERS COMP INSUR ISF								
7021702 47100	INTEREST INC- INVEST	-399,564	-399,564	-302,142.91	.00	.00	-97,421.09	75.6%

YEAR-TO-DATE BUDGET REPORT

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702	WORKERS COMP INSUR ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7021702 47700	OTHER REIMBURSEMENTS	0	0	-1,379.10	.00	.00	1,379.10	100.0%
7021702 49110	WORKERS COMP INSURAN	-11,055,921	-11,055,921	-8,291,941.11	-921,326.79	.00	-2,763,979.89	75.0%
	TOTAL WORKERS COMP INSUR ISF	-11,455,485	-11,455,485	-8,595,463.12	-921,326.79	.00	-2,860,021.88	75.0%
	TOTAL REVENUES	-11,455,485	-11,455,485	-8,595,463.12	-921,326.79	.00	-2,860,021.88	
725 CUSTOMER BILLING OPS ISF								
7251623 47100	INTEREST INC- INVEST	-36,863	-36,863	-27,049.53	.00	.00	-9,813.47	73.4%
7251623 49120	INTERNAL UTILITY BIL	-3,032,741	-3,032,741	-2,274,555.78	-252,728.42	.00	-758,185.22	75.0%
	TOTAL CUSTOMER BILLING OPS ISF	-3,069,604	-3,069,604	-2,301,605.31	-252,728.42	.00	-767,998.69	75.0%
	TOTAL REVENUES	-3,069,604	-3,069,604	-2,301,605.31	-252,728.42	.00	-767,998.69	
731 INFORMATION TECHNOLOGY ISF								
7311801 47100	INTEREST INC- INVEST	-152,893	-152,893	-133,428.71	.00	.00	-19,464.29	87.3%
7311801 49130	IT INTERNAL SERVICE	-15,056,314	-15,056,314	-11,723,835.74	-1,254,692.86	.00	-3,332,478.26	77.9%
7311805 49130	IT INTERNAL SERVICE	-1,127,212	-1,127,212	-822,453.06	-93,934.48	.00	-304,758.94	73.0%
	TOTAL INFORMATION TECHNOLOGY ISF	-16,336,419	-16,336,419	-12,679,717.51	-1,348,627.34	.00	-3,656,701.49	77.6%
	TOTAL REVENUES	-16,336,419	-16,336,419	-12,679,717.51	-1,348,627.34	.00	-3,656,701.49	
732 IT CAPITAL								
7321801 47100	INTEREST INC- INVEST	1,050	1,050	.00	.00	.00	1,050.00	.0%
7321801 49300	C1404 TRANSFERS IN -	0	-289,103	.00	.00	.00	-289,103.36	.0%
7321805 49300	C2315 TRANSFERS IN -	0	-42,155	.00	.00	.00	-42,154.70	.0%
	TOTAL IT CAPITAL	1,050	-330,208	.00	.00	.00	-330,208.06	.0%
	TOTAL REVENUES	1,050	-330,208	.00	.00	.00	-330,208.06	
735 FACILITIES MAINTENANCE ISF								
7353740 43300	RENTAL REVENUE (SHOR	-39,609	-39,609	-35,994.32	-3,751.06	.00	-3,614.68	90.9%
7353740 47100	INTEREST INC- INVEST	-48,655	-48,655	-42,244.96	.00	.00	-6,410.04	86.8%

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735	FACILITIES MAINTENANCE ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7353740 49140	FACILITIES INTERNAL	-8,377,200	-8,377,200	-6,282,813.51	-698,090.39	.00	-2,094,386.49	75.0%
	TOTAL FACILITIES MAINTENANCE ISF	-8,465,464	-8,465,464	-6,361,052.79	-701,841.45	.00	-2,104,411.21	75.1%
	TOTAL REVENUES	-8,465,464	-8,465,464	-6,361,052.79	-701,841.45	.00	-2,104,411.21	
741 FLEET SERVICES ISF								
7413750 43400	DAMAGE REIMBURSEMENT	-29,941	-29,941	-40,200.01	-9,569.06	.00	10,259.01	134.3%
7413750 47000	MISCELLANEOUS REVENUE	-18,818	-18,818	.00	.00	.00	-18,818.00	.0%
7413750 47100	INTEREST INC- INVEST	-3,102	-3,102	-3,167.99	.00	.00	65.99	102.1%
7413750 47700	OTHER REIMBURSEMENTS	0	0	-1,989.59	-253.02	.00	1,989.59	100.0%
7413750 47800	SALES OF ASSETS	-2,324	-2,324	-588.22	.00	.00	-1,735.78	25.3%
7413750 49150	FLEET-EQUIPMENT MAIN	-9,958,337	-9,958,337	-6,124,712.62	-679,435.40	.00	-3,833,624.38	61.5%
	TOTAL FLEET SERVICES ISF	-10,012,522	-10,012,522	-6,170,658.43	-689,257.48	.00	-3,841,863.57	61.6%
	TOTAL REVENUES	-10,012,522	-10,012,522	-6,170,658.43	-689,257.48	.00	-3,841,863.57	
742 FLEET REPLACEMENT FUND								
7423750 47100	INTEREST INC- INVEST	-21,110	-21,110	-8,847.84	.00	.00	-12,262.16	41.9%
	TOTAL FLEET REPLACEMENT FUND	-21,110	-21,110	-8,847.84	.00	.00	-12,262.16	41.9%
	TOTAL REVENUES	-21,110	-21,110	-8,847.84	.00	.00	-12,262.16	
801 COFA DEBT SERVICE FUND								
8011001 47110	OTHER INTEREST INCOM	0	0	-3,072.14	-138.57	.00	3,072.14	100.0%
8011001 49900	TRANSFER IN - DEBT	-5,828,590	-5,828,590	-1,589,183.32	-68,649.30	.00	-4,239,406.68	27.3%
8011001 49900	C1844 TRANSFER IN - D	-128,734	-128,734	-128,733.02	-64,366.51	.00	-.98	100.0%
8011001 49900	C1845 TRANSFER IN - D	-92,300	-92,300	-92,299.16	-46,149.58	.00	-.84	100.0%
8011001 49900	M1905 TRANSFER IN - D	-21,861	-21,861	-21,860.32	-10,930.16	.00	-.68	100.0%
8013101 49900	M1805 TRANSFER IN - D	-1,665,500	-1,665,500	-180,250.00	.00	.00	-1,485,250.00	10.8%
	TOTAL COFA DEBT SERVICE FUND	-7,736,985	-7,736,985	-2,015,397.96	-190,234.12	.00	-5,721,587.04	26.0%
	TOTAL REVENUES	-7,736,985	-7,736,985	-2,015,397.96	-190,234.12	.00	-5,721,587.04	
850 RIVERPARK JPA FUND								
8501001 47100	INTEREST INC- INVEST	-24,272	-24,272	-5,099.55	.00	.00	-19,172.45	21.0%

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850	RIVERPARK JPA FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL RIVERPARK JPA FUND	-24,272	-24,272	-5,099.55	.00	.00	-19,172.45	21.0%
	TOTAL REVENUES	-24,272	-24,272	-5,099.55	.00	.00	-19,172.45	
	GRAND TOTAL	-928,360,499*****	-445,382,154.95	-48,930,785.92		490.00	-852,366,339.27	34.3%
** END OF REPORT - Generated by James Costello **								

YEAR-TO-DATE BUDGET REPORT
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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
50000 SALARIES - REGULAR	88,657,053	88,667,176	57,728,368.18	6,210,293.79	.00	30,938,807.32	65.1%
50100 SALARIES - TEMPORARY	1,780,409	1,823,690	1,230,919.21	142,007.11	.00	592,771.23	67.5%
50168 LEAVE BANK CASH OUT	2,058,789	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	4,418,630	6,366,944	7,348,799.42	921,753.06	.00	-981,855.42	115.4%
50210 OVERTIME-FLSA PUBLIC SAFETY	175,000	350,000	247,795.58	25,395.07	.00	102,204.42	70.8%
50220 STATION COVERAGE OT	5,702,460	5,702,460	2,839,884.10	22,692.51	.00	2,862,575.90	49.8%
50230 CALLBACK	1,060,000	1,060,000	668,312.72	75,065.00	.00	391,687.28	63.0%
50400 VAC SICK COMP BUYBACK	0	0	471,686.96	158,188.83	.00	-471,686.96	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	773,912.94	134,852.58	.00	-773,912.94	100.0%
50900 VACANCY SAVINGS	-10,985,104	-9,530,987	.00	.00	.00	-9,530,987.00	.0%
51000 CALPERS PENSION NORMAL COST	10,377,957	10,375,014	5,705,876.51	401,893.43	.00	4,669,137.76	55.0%
51005 CALPERS PENS CARMAN NORMAL CO	-2	-2	2,667,050.83	885,596.47	.00	-2,667,052.83	%
51010 CALPERS PENSION UAL	5,976,934	5,976,934	4,482,700.47	498,077.83	.00	1,494,233.53	75.0%
51020 CALPERS UAL - PUBLIC SAFETY	18,364,255	18,364,255	2,523,191.31	280,354.59	.00	15,841,063.69	13.7%
51030 RETIREMENT ENHANCEMENT PLAN	2,117,936	2,117,936	1,734,779.70	294,807.88	.00	383,156.30	81.9%
51040 EARLY RETIREMENT INCENTIVE	38,450	38,450	38,449.87	.00	.00	.13	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	20,257,589	22,343,459	13,903,239.43	1,331,444.81	.00	8,440,219.36	62.2%
51168 SURVIVOR BENEFITS	0	0	23,903.94	.00	.00	-23,903.94	100.0%
51200 OPOA RETIREE MEDICAL PLAN	2,088,748	2,088,748	535,093.63	4,302.20	.00	1,553,654.37	25.6%
51210 RETIREE HEALTH INS PLAN	592,672	592,672	459,377.46	96,185.96	.00	133,294.54	77.5%
51220 OPEB DISCRETIONARY CONTRIBUTI	5,000,000	5,000,000	.00	.00	.00	5,000,000.00	.0%
51300 WORKERS COMPENSATION	8,634,530	8,634,530	6,464,967.72	719,544.20	.00	2,169,562.28	74.9%
51400 AUTO ALLOWANCE	46,245	49,395	33,870.34	3,630.00	.00	15,524.66	68.6%
51410 UNIFORM ALLOWANCE	54,348	54,348	53,874.17	619.16	.00	473.83	99.1%
52000 POSTAGE	60,088	64,752	48,244.93	4,798.58	2,331.18	14,175.89	78.1%
52100 CHEMICALS	140,873	140,873	80,361.91	9,944.18	48,057.16	12,453.93	91.2%
52110 REPAIR PARTS	0	0	437.50	.00	.00	-437.50	100.0%
52200 SUBSCRIPTIONS & PUBLS	65,757	64,111	29,813.40	2,997.50	2,920.00	31,777.60	51.1%
52300 UNIFORMS	342,793	465,293	237,695.24	11,099.57	159,487.55	68,110.21	85.4%
52310 TRAINING-WORKSHOP-MTGS	632,218	681,808	431,948.61	55,937.47	17,797.43	232,061.96	66.0%
52320 MILEAGE REIMBURSEMENTS	1,062	1,562	1,502.66	1,061.53	.00	59.34	96.2%
52330 EDUCATION REIMBURSEMENT	24,614	38,114	26,222.62	1,964.70	.00	11,891.38	68.8%
52340 MEMBERSHIPS	330,959	335,501	348,141.62	6,880.66	465.00	-13,105.62	103.9%
52350 OTHER EXPENSE REIMB	81,776	71,776	61,275.82	11,048.70	.00	10,500.18	85.4%
52400 MINOR EQUIPMENT	1,908,654	1,697,301	962,944.68	176,097.94	481,476.81	252,879.46	85.1%
52500 COMMUNITY ACTIVITIES EXP	199,137	219,366	144,320.00	103,680.00	11,520.00	63,526.00	71.0%
52600 SUPPLIES CUSTODIAL	129,400	129,400	57,945.92	13,891.58	30,085.63	41,368.45	68.0%
52610 SUPPLIES SAFETY	426,217	687,657	100,458.76	26,750.74	115,888.37	471,310.34	31.5%
52620 SUPPLIES OTHER	289,442	339,442	194,640.47	38,495.97	95,659.21	49,142.32	85.5%
52900 MISC SUPPLIES	444,950	457,763	270,051.93	52,406.61	175,020.74	12,690.33	97.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53000 SOFTWARE EXPENSE	24,038	24,038	14,430.35	.00	486.56	9,121.09	62.1%
53001 SOFTWARE SUBSCRIPTION	21,500	19,500	1,495.00	.00	10,600.00	7,405.00	62.0%
53010 SERVICES PRINTING BINDING	104,282	114,581	37,388.09	670.00	19,130.72	58,062.19	49.3%
53020 INTERNAL PHOTOCOPING COSTS	89,550	92,641	62,644.30	681.56	397.30	29,599.40	68.0%
53110 SERVICES MEDICAL	31,957	51,957	43,756.40	19,882.40	1,323.60	6,877.00	86.8%
53200 PROF SERVICES - OTHER	17,501,917	20,737,390	9,352,953.44	790,844.37	6,221,620.26	5,162,815.81	75.1%
53210 SERVICES AUDIT	246,300	246,300	210,345.00	15,075.00	27,225.00	8,730.00	96.5%
53220 SERVICES LEGAL SERVICES	824,142	1,268,363	610,396.32	168,885.03	363,283.29	294,683.28	76.8%
53230 ANIMAL SHELTER	2,647,278	2,647,278	1,325,209.18	.00	1,322,068.82	.00	100.0%
53250 ADVERTISING	45,743	48,700	10,535.00	.00	7,465.00	30,700.00	37.0%
53260 LEGAL ADVOCACY	82,416	82,416	54,944.00	4,200.00	27,472.00	.00	100.0%
53300 CONTRACT ELECTIONS EXPNS	100,000	100,000	2,775.00	.00	6,725.00	90,500.00	9.5%
53310 COUNTY PROP TAX ADMIN CHG	320,779	320,779	.81	.00	.00	320,778.19	.0%
53400 PROFESSIONAL SERVICES - HR	55,000	55,000	24,737.57	2,095.00	29,027.94	1,234.49	97.8%
53410 BACKGROUND CHECKING	174,239	308,239	221,417.20	63,759.20	64,600.00	22,221.80	92.8%
53500 BANK CHARGES	229,662	229,662	51,840.38	8,664.02	59,693.83	118,127.79	48.6%
53710 PRIOR YEAR REFUNDS	0	369,084	.00	.00	.00	369,083.93	.0%
54010 UTILITY EXPENSE-ELECTRIC	2,962,525	2,962,525	1,636,540.02	201,691.07	.00	1,325,984.98	55.2%
54020 UTILITY EXPENSE - GAS	66,625	66,625	36,235.80	6,785.28	.00	30,389.20	54.4%
54030 UTILITY EXPENSE- WASTEWATER	113,498	113,498	73,281.65	5,863.43	.00	40,216.35	64.6%
54040 UTILITY EXPENSE WATER	1,506,728	1,506,728	1,212,993.21	79,886.51	.00	293,734.79	80.5%
54050 UTIL EXP REFUSE AND DISPOSE	354,693	464,693	249,888.86	24,638.43	.00	214,804.14	53.8%
54070 INTERNET CHARGES	3,606	3,606	.00	.00	.00	3,606.00	.0%
54080 TELEPHONE CHGS	601,522	612,142	372,931.63	32,197.65	16,942.42	222,267.95	63.7%
55010 BUILDING MAINT & REPAIR	177,566	506,941	128,783.19	13,591.79	73,815.25	304,342.56	40.0%
55020 EQUIPMENT MAINTENANCE	56,857	120,333	46,023.64	22,413.54	51,299.92	23,009.44	80.9%
55030 VEHICLE MAINTENANCE	62,209	107,209	44,063.25	4,415.50	44,163.55	18,982.20	82.3%
56030 CAPEX - VEHICLES	120,000	635,325	.00	.00	237,867.88	397,457.00	37.4%
56040 CAPEX - MACHINERY/EQUIP	18,000	595,422	134,424.57	83,087.68	232,022.15	228,975.57	61.5%
57000 RENTALS & LEASES	2,349,040	2,483,694	1,380,347.72	326,590.84	694,165.57	409,180.71	83.5%
57110 TAXES AND FILING FEES	0	0	9,785.00	.00	.00	-9,785.00	100.0%
57300 LEASE PMT CAP GROWTH FEES	988,611	988,611	189,905.64	.00	.00	798,705.36	19.2%
57400 CONTRIBUTION TO OTHER FND	95,000	95,000	95,000.00	.00	.00	.00	100.0%
57410 CONTRIBUTION TO OTHER AGCY	156,053	406,053	82,526.39	.00	78,026.39	245,500.22	39.5%
57500 PRINCIPAL PAYMENTS	1,821,057	1,821,057	.00	.00	.00	1,821,057.00	.0%
57510 INTEREST & PENALTIES EXPENSE	54,632	54,632	.00	.00	.00	54,632.00	.0%
57800 FOR CONTINGENCIES	3,065,875	2,469,959	.00	-134.13	.00	2,469,958.68	.0%
57850 RESERVE APPROP. SAL ADJ	1,561,760	976,790	.00	.00	.00	976,790.00	.0%
59200 IT & DATA PROCESSING CHGS	9,563,517	9,563,517	7,173,637.84	796,959.76	.00	2,389,879.16	75.0%
59300 LIABILITY INSURANCE CHGS	6,174,218	6,174,218	4,630,663.53	514,518.17	.00	1,543,554.47	75.0%
59400 TELEPHONE CHGS HIPC	770,782	770,782	578,086.47	64,231.83	.00	192,695.53	75.0%
59500 FLEET EQUIP MAINT ISF CHG	4,549,601	4,489,601	2,939,967.23	306,877.21	.00	1,549,633.77	65.5%
59700 FACILITY CHG MAINTENANCE	6,918,265	6,918,265	5,188,698.54	576,522.06	.00	1,729,566.46	75.0%
59800 TRANSFERS OUT - CIP	12,150,000	35,559,124	5,494,180.93	2,983,376.11	.00	30,064,942.97	15.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59810 TRANSFERS OUT - CITY MATCH	0	151,487	.00	.00	.00	151,487.28	.0%
59900 TRANSFERS OUT - DEBT	4,039,275	4,039,275	1,178,670.11	31,799.20	.00	2,860,604.89	29.2%
59910 TRANSFERS OUT - STORM WATER	1,727,179	1,515,139	1,214,865.85	322,057.27	.00	300,273.15	80.2%
59920 TRANSFERS OUT - SP. DIST.	295,825	295,825	.00	.00	.00	295,825.00	.0%
59930 TRANSFERS OUT - TRAFFIC SAFET	330,000	330,000	247,244.69	98,757.31	.00	82,755.31	74.9%
TOTAL GENERAL FUND	256,648,161	288,983,745	159,295,674.36	20,294,643.30	10,730,131.53	118,957,938.89	58.8%

104 HALF CENT SALES TAX - MEAS 0

50000 SALARIES - REGULAR	720,943	842,888	399,180.01	35,459.86	.00	443,707.99	47.4%
50100 SALARIES - TEMPORARY	281,539	347,573	208,118.20	20,072.97	.00	139,454.80	59.9%
50168 LEAVE BANK CASH OUT	15,091	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	2,014.92	.00	.00	-2,014.92	100.0%
50400 VAC SICK COMP BUYBACK	0	0	2,793.10	897.17	.00	-2,793.10	100.0%
51000 CALPERS PENSION NORMAL COST	65,980	78,297	44,222.34	3,962.26	.00	34,074.66	56.5%
51010 CALPERS PENSION UAL	122,026	134,229	100,671.84	11,185.76	.00	33,557.16	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	27,729	44,470	26,956.81	3,011.48	.00	17,513.19	60.6%
51160 CITY PAID EMPLOYEE BENEFITS	243,539	297,165	150,884.52	10,858.49	.00	146,280.48	50.8%
51210 RETIREE HEALTH INS PLAN	0	0	333.41	144.76	.00	-333.41	100.0%
51300 WORKERS COMPENSATION	41,949	41,949	31,461.75	3,495.75	.00	10,487.25	75.0%
52000 POSTAGE	3,000	3,000	.00	.00	.00	3,000.00	.0%
52300 UNIFORMS	6,583	6,583	.00	.00	4,000.00	2,583.00	60.8%
52400 MINOR EQUIPMENT	342,512	410,890	260,113.75	13,216.16	160,428.92	-9,652.97	102.3%
52600 SUPPLIES CUSTODIAL	26,157	26,157	1,692.42	.00	400.00	24,064.58	8.0%
52610 SUPPLIES SAFETY	4,500	4,500	1,561.87	503.56	1,938.13	1,000.00	77.8%
52620 SUPPLIES OTHER	120,625	500	6,736.42	1,613.09	2,553.06	-8,789.48	1857.9%
52900 MISC SUPPLIES	4,900	4,900	5,577.39	497.92	3,710.82	-4,388.21	189.6%
53002 IT MAINT/SUPPORT - ANNUAL	0	0	.00	.00	3,543.12	-3,543.12	100.0%
53010 SERVICES PRINTING BINDING	28,000	28,000	23,049.75	.00	1,197.83	3,752.42	86.6%
53200 PROF SERVICES - OTHER	996,855	1,002,361	384,072.00	128,167.24	245,972.96	372,315.58	62.9%
53210 SERVICES AUDIT	5,400	5,400	5,400.00	.00	.00	.00	100.0%
53300 CONTRACT ELECTIONS EXPNS	150,000	150,000	.00	.00	.00	150,000.00	.0%
53600 HOUSING ASSIST LOAN GRANT	0	1,106,785	987,571.00	.00	36,455.70	82,758.00	92.5%
54010 UTILITY EXPENSE-ELECTRIC	13,365	13,365	13,357.65	1,578.61	.00	7.35	99.9%
54030 UTILITY EXPENSE- WASTEWATER	2,034	2,034	1,924.04	153.22	.00	109.96	94.6%
54040 UTILITY EXPENSE WATER	82,029	82,029	118,035.64	3,716.89	.00	-36,006.64	143.9%
54050 UTIL EXP REFUSE AND DISPOSE	15,067	15,067	12,414.05	1,381.05	.00	2,652.95	82.4%
54080 TELEPHONE CHGS	2,500	2,500	4,191.77	866.02	.00	-1,691.77	167.7%
55010 BUILDING MAINT & REPAIR	0	4,022	.00	.00	.00	4,021.66	.0%
55020 EQUIPMENT MAINTENANCE	0	0	71.74	.00	.00	-71.74	100.0%
56040 CAPEX - MACHINERY/EQUIP	2,000	2,000	.00	.00	7,739.53	-5,739.53	387.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57000 RENTALS & LEASES	699	699	.00	.00	1,000.00	-301.00	143.1%
57400 CONTRIBUTION TO OTHER FND	3,838	3,838	.00	.00	.00	3,838.00	.0%
57500 PRINCIPAL PAYMENTS	955,000	955,000	955,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	390,944	390,944	207,409.38	.00	.00	183,534.62	53.1%
59200 IT & DATA PROCESSING CHGS	111,640	111,640	83,730.06	9,303.34	.00	27,909.94	75.0%
59300 LIABILITY INSURANCE CHGS	75,403	79,570	59,677.47	6,630.83	.00	19,892.53	75.0%
59400 TELEPHONE CHGS HIPC	14,068	14,068	10,550.97	1,172.33	.00	3,517.03	75.0%
59500 FLEET EQUIP MAINT ISF CHG	37,991	37,991	40,626.00	6,408.57	.00	-2,635.00	106.9%
59600 INDIRECT PRORATED CST CHG	130,508	130,508	97,881.03	10,875.67	.00	32,626.97	75.0%
59800 TRANSFERS OUT - CIP	14,501,000	27,164,788	8,072,873.73	1,041,408.79	.00	19,091,913.89	29.7%
59810 TRANSFERS OUT - CITY MATCH	0	50,924	.00	.00	.00	50,924.00	.0%
59900 TRANSFERS OUT - DEBT	1,908,395	1,908,395	423,142.50	121,446.25	.00	1,485,252.50	22.2%
59940 TRANSFERS OUT - MEASURE O	1,514,671	1,514,671	990,947.25	110,105.25	.00	523,723.75	65.4%
TOTAL HALF CENT SALES TAX - MEAS	22,968,480	37,019,698	13,734,244.78	1,548,133.29	468,940.07	22,816,513.37	38.4%

105 STREET MAINTENANCE (IUF) FUND

59800 TRANSFERS OUT - CIP	619,000	634,823	401,567.57	46,191.71	.00	233,255.30	63.3%
TOTAL STREET MAINTENANCE (IUF) FU	619,000	634,823	401,567.57	46,191.71	.00	233,255.30	63.3%

114 STORM WATER MANAGEMENT FUND

50000 SALARIES - REGULAR	399,677	399,677	253,392.90	25,627.98	.00	146,284.10	63.4%
50100 SALARIES - TEMPORARY	0	0	70.71	.00	.00	-70.71	100.0%
50168 LEAVE BANK CASH OUT	9,232	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	52,500	52,500	8,600.03	.00	.00	43,899.97	16.4%
50400 VAC SICK COMP BUYBACK	0	0	1,460.73	496.20	.00	-1,460.73	100.0%
51000 CALPERS PENSION NORMAL COST	40,367	40,367	24,667.36	2,177.30	.00	15,699.64	61.1%
51010 CALPERS PENSION UAL	62,232	62,232	46,674.00	5,186.00	.00	15,558.00	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	9,068	9,068	5,300.92	888.46	.00	3,767.08	58.5%
51160 CITY PAID EMPLOYEE BENEFITS	108,382	117,614	59,120.20	2,716.41	.00	58,493.80	50.3%
51210 RETIREE HEALTH INS PLAN	0	0	142.13	39.13	.00	-142.13	100.0%
51300 WORKERS COMPENSATION	29,339	29,339	22,004.28	2,444.92	.00	7,334.72	75.0%
52100 CHEMICALS	25,000	25,000	23,219.71	.00	.00	1,780.29	92.9%
52310 TRAINING-WORKSHOP-MTGS	3,000	3,000	466.50	466.50	.00	2,533.50	15.6%
52400 MINOR EQUIPMENT	35,500	35,500	.00	.00	15,800.00	19,700.00	44.5%
53200 PROF SERVICES - OTHER	674,500	674,500	316,796.55	22,064.76	251,793.20	105,910.25	84.3%
54010 UTILITY EXPENSE-ELECTRIC	2,500	2,500	2,178.21	433.77	.00	321.79	87.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54050 UTIL EXP REFUSE AND DISPOSE	275,000	275,000	228,302.13	.00	.00	46,697.87	83.0%
54090 UNLEADED FUEL	10,000	10,000	10,000.00	.00	.00	.00	100.0%
57000 RENTALS & LEASES	110,000	110,000	11,489.53	5,845.19	45,810.47	52,700.00	52.1%
57110 TAXES AND FILING FEES	60,000	60,000	55,461.61	508.61	.00	4,538.39	92.4%
59200 IT & DATA PROCESSING CHGS	56,936	56,936	42,702.03	4,744.67	.00	14,233.97	75.0%
59300 LIABILITY INSURANCE CHGS	59,188	59,188	44,390.97	4,932.33	.00	14,797.03	75.0%
59500 FLEET EQUIP MAINT ISF CHG	1,124	1,124	2,105.09	618.99	.00	-981.09	187.3%
59600 INDIRECT PRORATED CST CHG	45,543	45,543	34,157.25	3,795.25	.00	11,385.75	75.0%
TOTAL STORM WATER MANAGEMENT FUND	2,069,088	2,069,088	1,192,702.84	82,986.47	313,403.67	562,981.49	72.8%
119 PUBLIC SAFETY RETIREMENT FUND							
51000 CALPERS PENSION NORMAL COST	0	0	2,346,526.86	.00	.00	-2,346,526.86	100.0%
51005 CALPERS PENS CARMAN NORMAL CO	7,733,278	7,733,278	1,121,432.76	.00	.00	6,611,845.24	14.5%
51020 CALPERS UAL - PUBLIC SAFETY	11,106,053	11,106,053	8,329,539.78	925,504.42	.00	2,776,513.22	75.0%
53310 COUNTY PROP TAX ADMIN CHG	106,789	106,789	.16	.00	.00	106,788.84	.0%
TOTAL PUBLIC SAFETY RETIREMENT FU	18,946,120	18,946,120	11,797,499.56	925,504.42	.00	7,148,620.44	62.3%
120 MAINT ASSMNT DIST							
50000 SALARIES - REGULAR	1,377,366	1,377,366	707,722.99	81,660.39	.00	669,643.01	51.4%
50100 SALARIES - TEMPORARY	30,000	30,000	11,018.65	150.00	.00	18,981.35	36.7%
50168 LEAVE BANK CASH OUT	31,817	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	378,326	378,326	140,710.86	.00	.00	237,615.14	37.2%
50400 VAC SICK COMP BUYBACK	0	0	5,590.46	1,852.89	.00	-5,590.46	100.0%
51000 CALPERS PENSION NORMAL COST	139,114	139,114	67,509.87	7,077.96	.00	71,604.13	48.5%
51005 CALPERS PENS CARMAN NORMAL CO	0	0	3,769.33	2,222.66	.00	-3,769.33	100.0%
51010 CALPERS PENSION UAL	190,721	190,721	143,040.78	15,893.42	.00	47,680.22	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	2,245.18	740.34	.00	-2,245.18	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	342,386	374,203	201,951.44	18,548.01	.00	172,251.56	54.0%
51210 RETIREE HEALTH INS PLAN	0	0	1,053.55	322.73	.00	-1,053.55	100.0%
51300 WORKERS COMPENSATION	101,745	101,745	76,308.75	8,478.75	.00	25,436.25	75.0%
52000 POSTAGE	0	0	2.32	.00	.00	-2.32	100.0%
52200 SUBSCRIPTIONS & PUBLS	5,000	5,000	1,230.96	.00	5,069.04	-1,300.00	126.0%
52300 UNIFORMS	5,000	5,000	1,196.11	.00	6,303.89	-2,500.00	150.0%
52310 TRAINING-WORKSHOP-MTGS	34,819	34,819	6,840.29	1,153.67	25,407.85	2,570.86	92.6%
52340 MEMBERSHIPS	0	0	4,212.72	.00	.00	-4,212.72	100.0%
52400 MINOR EQUIPMENT	65,000	65,000	17,360.60	2,134.04	156,646.09	-109,006.69	267.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52600 SUPPLIES CUSTODIAL	59,000	59,000	22,630.13	6,049.20	25,369.87	11,000.00	81.4%
52610 SUPPLIES SAFETY	0	0	452.30	.00	247.70	-700.00	100.0%
52900 MISC SUPPLIES	141,000	141,000	34,362.71	4,803.43	94,518.84	12,118.45	91.4%
53200 PROF SERVICES - OTHER	5,974,233	6,021,835	2,538,237.73	515,546.17	1,741,746.54	1,741,850.73	71.1%
53310 COUNTY PROP TAX ADMIN CHG	24,055	24,055	12,388.90	.00	.00	11,666.10	51.5%
54010 UTILITY EXPENSE-ELECTRIC	236,607	239,107	100,080.48	15,865.44	.00	139,026.52	41.9%
54030 UTILITY EXPENSE- WASTEWATER	7,300	7,300	6,158.88	230.42	.00	1,141.12	84.4%
54040 UTILITY EXPENSE WATER	911,365	911,365	767,444.40	29,525.99	.00	143,920.60	84.2%
54050 UTIL EXP REFUSE AND DISPOSE	21,000	21,000	14,486.56	1,611.57	.00	6,513.44	69.0%
54080 TELEPHONE CHGS	5,352	5,352	10,019.50	1,394.94	.00	-4,667.50	187.2%
56040 CAPEX - MACHINERY/EQUIP	50,000	50,000	37,418.13	37,418.13	.00	12,581.87	74.8%
57000 RENTALS & LEASES	250,000	250,000	10,167.93	1,129.77	3,389.31	236,442.76	5.4%
59020 TRANSFERS OUT - INTRAFUND	3,609,415	3,255,897	336,868.88	.00	.00	2,919,028.12	10.3%
59025 TRANSFERS OUT - INTERFUND	0	353,518	.00	.00	.00	353,518.00	.0%
59200 IT & DATA PROCESSING CHGS	174,493	174,493	130,869.72	14,541.08	.00	43,623.28	75.0%
59300 LIABILITY INSURANCE CHGS	205,064	205,064	153,798.03	17,088.67	.00	51,265.97	75.0%
59400 TELEPHONE CHGS HIPC	3,948	3,948	2,961.00	329.00	.00	987.00	75.0%
59500 FLEET EQUIP MAINT ISF CHG	63,705	63,705	36,713.03	4,447.37	.00	26,991.97	57.6%
59600 INDIRECT PRORATED CST CHG	227,581	227,581	170,685.63	18,965.07	.00	56,895.37	75.0%
59700 FACILITY CHG MAINTENANCE	26,650	26,650	19,987.47	2,220.83	.00	6,662.53	75.0%
59800 TRANSFERS OUT - CIP	0	1,567,107	39,385.26	31,566.79	.00	1,527,722.21	2.5%
TOTAL MAINT ASSMNT DIST	14,692,062	16,309,271	5,836,881.53	842,968.73	2,058,699.13	8,413,690.81	48.4%

181 STATE GAS TAX FUND

50000 SALARIES - REGULAR	1,489,353	1,489,353	964,084.50	110,144.57	.00	525,268.50	64.7%
50100 SALARIES - TEMPORARY	0	0	23,386.10	4,460.63	.00	-23,386.10	100.0%
50168 LEAVE BANK CASH OUT	34,404	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	60,000	60,000	137,726.29	17,800.26	.00	-77,726.29	229.5%
50400 VAC SICK COMP BUYBACK	0	0	7,853.27	2,727.03	.00	-7,853.27	100.0%
51000 CALPERS PENSION NORMAL COST	150,425	150,425	93,933.60	10,741.75	.00	56,491.40	62.4%
51010 CALPERS PENSION UAL	266,925	266,925	200,193.75	22,243.75	.00	66,731.25	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	81,260	81,260	52,744.93	6,036.38	.00	28,515.07	64.9%
51160 CITY PAID EMPLOYEE BENEFITS	465,404	499,808	286,417.02	31,817.85	.00	213,390.98	57.3%
51210 RETIREE HEALTH INS PLAN	22,819	22,819	16,879.89	3,432.67	.00	5,939.11	74.0%
51300 WORKERS COMPENSATION	118,627	118,627	88,970.22	9,885.58	.00	29,656.78	75.0%
51400 AUTO ALLOWANCE	420	420	298.12	32.30	.00	121.88	71.0%
52300 UNIFORMS	0	0	.00	.00	1,000.00	-1,000.00	100.0%
52310 TRAINING-WORKSHOP-MTGS	2,500	2,500	744.30	.00	.00	1,755.70	29.8%
52400 MINOR EQUIPMENT	163,860	163,860	72,917.07	11,202.29	19,072.42	71,870.51	56.1%
52900 MISC SUPPLIES	1,473	1,473	1,023.00	.00	.00	450.00	69.5%

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53020 INTERNAL PHOTOCOPING COSTS	1,200	1,200	472.39	.00	.00	727.61	39.4%
53200 PROF SERVICES - OTHER	500,000	500,000	271,928.00	27,202.24	176,571.47	51,500.53	89.7%
54010 UTILITY EXPENSE-ELECTRIC	221,683	221,683	113,040.54	20,236.42	.00	108,642.46	51.0%
54080 TELEPHONE CHGS	10,000	10,000	11,196.64	2,173.72	.00	-1,196.64	112.0%
57000 RENTALS & LEASES	50,000	50,000	30,203.78	74.24	15,296.22	4,500.00	91.0%
57500 PRINCIPAL PAYMENTS	785,000	785,000	785,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	527,238	527,238	527,237.50	.00	.00	.50	100.0%
59200 IT & DATA PROCESSING CHGS	244,212	244,212	183,159.00	20,351.00	.00	61,053.00	75.0%
59300 LIABILITY INSURANCE CHGS	239,328	239,328	179,495.91	19,943.99	.00	59,832.09	75.0%
59400 TELEPHONE CHGS HIPC	9,982	9,982	7,486.47	831.83	.00	2,495.53	75.0%
59500 FLEET EQUIP MAINT ISF CHG	315,219	315,219	241,026.43	39,803.41	.00	74,192.57	76.5%
59600 INDIRECT PRORATED CST CHG	216,424	216,424	161,820.00	17,980.00	.00	54,604.00	74.8%
59700 FACILITY CHG MAINTENANCE	335,683	335,683	251,762.22	27,973.58	.00	83,920.78	75.0%
59800 TRANSFERS OUT - CIP	0	106,276	.00	.00	.00	106,276.30	.0%
TOTAL STATE GAS TAX FUND	6,313,439	6,419,715	4,711,000.94	407,095.49	211,940.11	1,496,774.25	76.7%
182 TRAFFIC SAFETY FUND							
50000 SALARIES - REGULAR	245,748	245,748	120,454.92	18,101.14	.00	125,293.08	49.0%
50100 SALARIES - TEMPORARY	211	211	.00	.00	.00	211.00	.0%
50168 LEAVE BANK CASH OUT	5,677	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	1,219.53	466.44	.00	-1,219.53	100.0%
51000 CALPERS PENSION NORMAL COST	24,821	24,821	12,018.43	1,828.24	.00	12,802.57	48.4%
51010 CALPERS PENSION UAL	73,214	73,214	54,910.53	6,101.17	.00	18,303.47	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	20,626	20,626	6,816.63	1,119.08	.00	13,809.37	33.0%
51160 CITY PAID EMPLOYEE BENEFITS	90,011	95,688	40,158.07	5,409.62	.00	55,529.93	42.0%
51300 WORKERS COMPENSATION	27,303	27,303	20,477.25	2,275.25	.00	6,825.75	75.0%
53200 PROF SERVICES - OTHER	0	3,782	.00	.00	.00	3,782.00	.0%
59200 IT & DATA PROCESSING CHGS	66,984	66,984	50,238.00	5,582.00	.00	16,746.00	75.0%
59300 LIABILITY INSURANCE CHGS	16,046	16,046	12,034.53	1,337.17	.00	4,011.47	75.0%
59600 INDIRECT PRORATED CST CHG	44,653	44,653	33,489.81	3,721.09	.00	11,163.19	75.0%
59800 TRANSFERS OUT - CIP	0	85,380	615.07	.00	.00	84,765.04	.7%
TOTAL TRAFFIC SAFETY FUND	615,294	704,456	352,432.77	45,941.20	.00	352,023.34	50.0%
185 ROAD MAINT & REHAB ACT FUND							
53200 PROF SERVICES - OTHER	150,000	442,742	128,297.25	9,197.50	28,970.00	285,474.71	35.5%
59000 TRANSFERS OUT (LABOR)	500,000	2,833,277	276,479.13	.00	.00	2,556,798.07	9.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	4,000,000	5,871,119	3,871,118.52	.00	.00	2,000,000.00	65.9%
TOTAL ROAD MAINT & REHAB ACT FUND	4,650,000	9,147,138	4,275,894.90	9,197.50	28,970.00	4,842,272.78	47.1%
191 ASSET SEIZURE FUND - FED							
52310 TRAINING-WORKSHOP-MTGS	0	88,099	29,523.77	2,389.74	.00	58,575.50	33.5%
52400 MINOR EQUIPMENT	0	58,545	2,310.16	.00	16,422.76	39,812.03	32.0%
53200 PROF SERVICES - OTHER	0	31,313	4,500.00	.00	.00	26,813.00	14.4%
56040 CAPEX - MACHINERY/EQUIP	0	26,102	.00	.00	.00	26,102.00	.0%
TOTAL ASSET SEIZURE FUND - FED	0	204,059	36,333.93	2,389.74	16,422.76	151,302.53	25.9%
192 ASSET SEIZURE FUND - STATE							
52310 TRAINING-WORKSHOP-MTGS	0	18,486	-51.12	.00	.00	18,537.30	-.3%
52400 MINOR EQUIPMENT	0	67,501	14,799.28	11,921.68	200.66	52,501.49	22.2%
53200 PROF SERVICES - OTHER	0	21,500	3,250.00	.00	.00	18,250.00	15.1%
TOTAL ASSET SEIZURE FUND - STATE	0	107,488	17,998.16	11,921.68	200.66	89,288.79	16.9%
200 FEDERAL GRANTS FUND							
50000 SALARIES - REGULAR	69,465	1,403,876	562,936.74	45,456.56	.00	840,939.54	40.1%
50100 SALARIES - TEMPORARY	19,174	3,500	2,720.00	.00	.00	780.00	77.7%
50168 LEAVE BANK CASH OUT	1,605	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	211,580	118,466.77	830.46	.00	93,113.09	56.0%
50210 OVERTIME-FLSA PUBLIC SAFETY	0	0	15,928.64	995.11	.00	-15,928.64	100.0%
50220 STATION COVERAGE OT	0	314,455	116,837.28	9,916.25	.00	197,618.17	37.2%
50400 VAC SICK COMP BUYBACK	0	0	3,719.37	1,042.08	.00	-3,719.37	100.0%
51000 CALPERS PENSION NORMAL COST	7,016	156,471	16,682.05	351.71	.00	139,788.63	10.7%
51005 CALPERS PENS CARMAN NORMAL CO	-1	-1	23,368.99	6,385.48	.00	-23,369.99*****%	.0%
51010 CALPERS PENSION UAL	12,203	0	.00	.00	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	16,741	0	1,995.28	490.31	.00	-1,995.28	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	-59,307	422,761	161,694.36	11,190.91	.00	261,066.72	38.2%
51300 WORKERS COMPENSATION	49,016	74,174	39,779.89	4,084.67	.00	34,393.73	53.6%
51410 UNIFORM ALLOWANCE	0	0	2,752.96	.00	.00	-2,752.96	100.0%
52310 TRAINING-WORKSHOP-MTGS	0	69,468	40,391.13	9,298.94	.00	29,076.42	58.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52400 MINOR EQUIPMENT	0	657,116	148,503.40	475.86	271,094.31	237,518.51	63.9%
52900 MISC SUPPLIES	0	19,000	16.38	16.38	.00	18,983.62	.1%
53010 SERVICES PRINTING BINDING	0	0	562.85	562.85	.00	-562.85	100.0%
53200 PROF SERVICES - OTHER	145,050	734,829	1,047.15	1,047.15	23,165.85	710,616.43	3.3%
53270 CONSTRUCTION SERVICES	0	542,750	.00	.00	.00	542,750.00	.0%
59300 LIABILITY INSURANCE CHGS	32,638	57,447	21,353.22	2,372.58	.00	36,093.78	37.2%
59800 TRANSFERS OUT - CIP	4,084,825	12,805,246	149,254.85	10,373.13	.00	12,655,991.10	1.2%
TOTAL FEDERAL GRANTS FUND	4,378,425	17,472,672	1,428,011.31	104,890.43	294,260.16	15,750,400.65	9.9%

201 CDGB FUND

50000 SALARIES - REGULAR	298,564	323,076	232,276.87	28,793.42	.00	90,799.61	71.9%
50100 SALARIES - TEMPORARY	124,101	123,364	76,174.65	2,460.75	.00	47,189.28	61.7%
50168 LEAVE BANK CASH OUT	6,896	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	2,130.09	706.56	.00	-2,130.09	100.0%
51000 CALPERS PENSION NORMAL COST	30,155	32,374	23,635.62	2,908.11	.00	8,737.88	73.0%
51030 RETIREMENT ENHANCEMENT PLAN	4,385	4,385	5,659.89	1,334.96	.00	-1,274.89	129.1%
51160 CITY PAID EMPLOYEE BENEFITS	61,023	75,713	61,497.66	5,822.79	.00	14,215.05	81.2%
51210 RETIREE HEALTH INS PLAN	0	0	740.43	248.12	.00	-740.43	100.0%
52000 POSTAGE	500	500	366.56	104.57	.00	133.44	73.3%
52310 TRAINING-WORKSHOP-MTGS	4,600	13,130	650.00	.00	.00	12,480.00	5.0%
52320 MILEAGE REIMBURSEMENTS	200	200	.00	.00	.00	200.00	.0%
52400 MINOR EQUIPMENT	2,250	2,250	1,201.81	.00	.00	1,048.19	53.4%
52900 MISC SUPPLIES	7,298	7,298	2,083.43	286.24	213.76	5,000.81	31.5%
53020 INTERNAL PHOTOCOPING COSTS	2,250	2,250	159.56	.00	.00	2,090.44	7.1%
53200 PROF SERVICES - OTHER	630,908	1,609,928	183,486.74	13,460.79	493,977.88	932,463.53	42.1%
53220 SERVICES LEGAL SERVICES	800	800	.00	.00	.00	800.00	.0%
53250 ADVERTISING	8,000	8,000	9,159.00	900.00	1,130.00	-2,289.00	128.6%
53600 HOUSING ASSIST LOAN GRANT	1,014,387	2,026,146	27,000.00	.00	949,361.23	1,049,784.42	48.2%
54020 UTILITY EXPENSE - GAS	0	12,000	.00	.00	.00	12,000.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	0	371	.00	.00	.00	371.00	.0%
54040 UTILITY EXPENSE WATER	0	4,052	.00	.00	.00	4,052.00	.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	11,029	.00	.00	.00	11,029.00	.0%
54080 TELEPHONE CHGS	600	600	1,314.13	259.46	.00	-714.13	219.0%
57000 RENTALS & LEASES	0	814,538	.00	.00	.00	814,538.00	.0%
57400 CONTRIBUTION TO OTHER FND	0	49,025	.00	.00	.00	49,025.00	.0%
57410 CONTRIBUTION TO OTHER AGCY	117,000	227,000	.00	.00	.00	227,000.00	.0%
59800 TRANSFERS OUT - CIP	0	1,593,847	26,804.65	20,717.00	.00	1,567,042.22	1.7%
TOTAL CDGB FUND	2,313,917	6,941,875	654,341.09	78,002.77	1,444,682.87	4,842,851.33	30.2%

202 HOME FUND

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202	HOME FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	0	119,180	34.66	.00	.00	119,145.34	.0%
50400	VAC SICK COMP BUYBACK	0	0	.80	.00	.00	-.80	100.0%
51000	CALPERS PENSION NORMAL COST	0	0	3.50	.00	.00	-3.50	100.0%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	.35	.00	.00	-.35	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	20,000	1.70	.00	.00	19,998.30	.0%
51210	RETIREE HEALTH INS PLAN	0	0	.35	.00	.00	-.35	100.0%
52000	POSTAGE	600	600	98.93	34.25	.00	501.07	16.5%
52310	TRAINING-WORKSHOP-MTGS	2,100	2,100	282.59	.00	.00	1,817.41	13.5%
52320	MILEAGE REIMBURSEMENTS	120	120	.00	.00	.00	120.00	.0%
52400	MINOR EQUIPMENT	2,250	2,250	.00	.00	.00	2,250.00	.0%
52900	MISC SUPPLIES	250	250	.00	.00	500.00	-250.00	200.0%
53020	INTERNAL PHOTOCOPING COSTS	500	500	.00	.00	.00	500.00	.0%
53200	PROF SERVICES - OTHER	51,066	246,223	13,202.00	.00	79,628.00	153,392.55	37.7%
53220	SERVICES LEGAL SERVICES	25,000	102,523	.00	.00	7,081.92	95,441.00	6.9%
53250	ADVERTISING	5,000	10,258	1,130.00	895.00	2,370.00	6,758.00	34.1%
53600	HOUSING ASSIST LOAN GRANT	666,651	4,186,156	.00	.00	40,000.00	4,146,156.36	1.0%
57800	FOR CONTINGENCIES	115,330	384,306	.00	.00	.00	384,306.00	.0%
TOTAL HOME FUND		868,867	5,074,466	14,754.88	929.25	129,579.92	4,930,131.03	2.8%
203 EMERGENCY SHELTER FUND								
50000	SALARIES - REGULAR	10,282	22,005	7,471.25	845.54	.00	14,533.75	34.0%
50168	LEAVE BANK CASH OUT	238	0	.00	.00	.00	.00	.0%
50400	VAC SICK COMP BUYBACK	0	0	58.15	19.54	.00	-58.15	100.0%
51000	CALPERS PENSION NORMAL COST	1,038	2,350	754.64	85.40	.00	1,595.36	32.1%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	25.18	8.46	.00	-25.18	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	4,033	6,827	1,621.76	158.04	.00	5,205.24	23.8%
51210	RETIREE HEALTH INS PLAN	0	0	25.18	8.46	.00	-25.18	100.0%
53200	PROF SERVICES - OTHER	109,000	145,217	13,406.00	.00	23,471.00	108,340.00	25.4%
57410	CONTRIBUTION TO OTHER AGCY	83,292	146,166	33,313.18	13,538.94	93,266.72	19,586.00	86.6%
TOTAL EMERGENCY SHELTER FUND		207,883	322,565	56,675.34	14,664.38	116,737.72	149,151.84	53.8%
204 ARPA								
50100	SALARIES - TEMPORARY	0	19,636	.00	.00	.00	19,635.71	.0%
52400	MINOR EQUIPMENT	0	44,573	19,431.78	.00	23,766.02	1,375.09	96.9%
52600	SUPPLIES CUSTODIAL	0	7,658	7,658.06	.00	.00	.00	100.0%
52620	SUPPLIES OTHER	0	24,738	8,576.92	889.76	16,160.88	.00	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52900 MISC SUPPLIES	0	14,242	8,223.99	355.51	5,147.44	870.21	93.9%
53200 PROF SERVICES - OTHER	0	1,737,282	777,003.61	246,709.23	1,064,942.12	-104,663.55	106.0%
53270 CONSTRUCTION SERVICES	0	217,278	.00	.00	216,454.20	823.30	99.6%
57000 RENTALS & LEASES	0	46,125	46,125.00	.00	.00	.00	100.0%
57400 CONTRIBUTION TO OTHER FND	0	-1,000	.00	.00	.00	-1,000.00	.0%
59000 TRANSFERS OUT (LABOR)	0	2,469	232.56	.00	.00	2,236.70	9.4%
59025 TRANSFERS OUT - INTERFUND	0	8,178,890	8,178,889.51	.00	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	2,409,463	580,825.04	316,925.71	.00	1,828,637.53	24.1%
TOTAL ARPA	0	12,701,352	9,626,966.47	564,880.21	1,326,470.66	1,747,914.99	86.2%

210 STATE & LOCAL GRANTS FUND

50000 SALARIES - REGULAR	1,955,935	2,809,828	1,269,716.94	161,124.35	.00	1,540,111.40	45.2%
50100 SALARIES - TEMPORARY	3,019,643	3,476,044	1,282,083.69	183,351.84	.00	2,193,960.27	36.9%
50168 LEAVE BANK CASH OUT	45,183	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	40,000	845,009	270,268.57	251.22	.00	574,740.37	32.0%
50220 STATION COVERAGE OT	0	0	192.31	192.31	.00	-192.31	100.0%
50400 VAC SICK COMP BUYBACK	0	0	11,342.71	3,847.35	.00	-11,342.71	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	17,227.24	.00	.00	-17,227.24	100.0%
51000 CALPERS PENSION NORMAL COST	201,167	225,644	134,489.30	16,269.53	.00	91,155.05	59.6%
51010 CALPERS PENSION UAL	452,878	452,878	339,659.10	37,739.90	.00	113,218.90	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	19,311	19,311	24,083.32	8,606.49	.00	-4,772.32	124.7%
51160 CITY PAID EMPLOYEE BENEFITS	685,042	796,325	511,384.68	51,408.12	.00	284,940.43	64.2%
51210 RETIREE HEALTH INS PLAN	0	0	1,080.86	361.22	.00	-1,080.86	100.0%
51300 WORKERS COMPENSATION	111,234	182,103	84,114.43	9,269.50	.00	97,988.86	46.2%
52300 UNIFORMS	20,000	72,935	14,424.64	1,867.52	24,844.23	33,666.13	53.8%
52310 TRAINING-WORKSHOP-MTGS	17,000	134,927	10,120.80	1,029.51	.00	124,806.68	7.5%
52320 MILEAGE REIMBURSEMENTS	0	6,424	1,951.97	.00	.00	4,472.03	30.4%
52330 EDUCATION REIMBURSEMENT	10,000	0	.00	.00	.00	.00	.0%
52340 MEMBERSHIPS	0	901	715.00	165.00	.00	186.00	79.4%
52400 MINOR EQUIPMENT	61,509	409,603	77,677.65	32,988.02	30,653.27	301,272.45	26.4%
52510 PUBLIC OUTREACH	0	3,327	.00	.00	.00	3,326.78	.0%
52610 SUPPLIES SAFETY	0	0	1,042.24	954.74	4,045.26	-5,087.50	100.0%
52620 SUPPLIES OTHER	20,000	25,728	3,123.73	211.79	37,567.77	-14,963.51	158.2%
52900 MISC SUPPLIES	15,000	167,024	16,315.07	4,904.36	13,025.90	137,682.74	17.6%
53010 SERVICES PRINTING BINDING	0	5,467	.00	.00	.00	5,467.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	5,000	5,000	2,492.32	.00	.00	2,507.68	49.8%
53200 PROF SERVICES - OTHER	31,500	5,218,430	2,764,527.15	724,577.64	1,128,778.77	1,325,123.80	74.6%
53210 SERVICES AUDIT	0	23,092	.00	.00	.00	23,092.00	.0%
53250 ADVERTISING	0	74,175	29,997.46	20,662.46	.00	44,177.54	40.4%
53600 HOUSING ASSIST LOAN GRANT	0	751,473	.00	.00	.00	751,473.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54050 UTIL EXP REFUSE AND DISPOSE	0	14,005	.00	.00	.00	14,004.80	.0%
54080 TELEPHONE CHGS	33,600	33,600	17,513.88	3,581.32	.00	16,086.12	52.1%
56040 CAPEX - MACHINERY/EQUIP	0	23,087	.00	.00	11,000.00	12,087.21	47.6%
57410 CONTRIBUTION TO OTHER AGCY	0	1,030,801	.00	.00	.00	1,030,801.00	.0%
58100 GENERAL LIABILITY INSURANCE	0	31	.00	.00	.00	31.30	.0%
59000 TRANSFERS OUT (LABOR)	0	113,933	16,139.34	.00	.00	97,793.71	14.2%
59300 LIABILITY INSURANCE CHGS	132,177	132,177	99,132.21	11,014.69	.00	33,044.79	75.0%
59800 TRANSFERS OUT - CIP	98,049,899	139,280,628	5,446,455.56	2,609,101.72	.00	133,834,172.78	3.9%
TOTAL STATE & LOCAL GRANTS FUND	104,926,078	156,333,912	12,447,272.17	3,883,480.60	1,249,915.20	142,636,724.37	8.8%
212 TRANSPORT DEV ACT (TDA) FUND							
50000 SALARIES - REGULAR	40,914	40,914	18,402.75	2,197.10	.00	22,511.25	45.0%
50100 SALARIES - TEMPORARY	0	0	13,095.00	1,140.75	.00	-13,095.00	100.0%
50168 LEAVE BANK CASH OUT	945	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	139.31	53.40	.00	-139.31	100.0%
51000 CALPERS PENSION NORMAL COST	4,132	4,132	1,816.99	221.91	.00	2,315.01	44.0%
51010 CALPERS PENSION UAL	7,322	7,322	5,491.53	610.17	.00	1,830.47	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	581.87	137.17	.00	-581.87	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	7,697	8,642	3,484.67	231.28	.00	5,157.33	40.3%
51210 RETIREE HEALTH INS PLAN	0	0	49.20	16.40	.00	-49.20	100.0%
51300 WORKERS COMPENSATION	3,229	3,229	2,421.72	269.08	.00	807.28	75.0%
52610 SUPPLIES SAFETY	0	2,000	.00	.00	.00	2,000.00	.0%
52620 SUPPLIES OTHER	2,500	10,900	273.38	137.75	9,726.62	900.00	91.7%
53200 PROF SERVICES - OTHER	771,410	891,021	474,876.88	75,274.30	333,207.11	82,937.27	90.7%
53270 CONSTRUCTION SERVICES	0	11,889	4,992.00	.00	6,896.80	.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	50,000	48,600	41,503.58	4,246.80	.00	7,096.42	85.4%
54030 UTILITY EXPENSE- WASTEWATER	6,000	2,500	3,433.21	462.67	.00	-933.21	137.3%
54040 UTILITY EXPENSE WATER	10,000	10,000	11,341.40	809.64	.00	-1,341.40	113.4%
54050 UTIL EXP REFUSE AND DISPOSE	8,000	8,000	7,117.60	799.09	.00	882.40	89.0%
54080 TELEPHONE CHGS	3,800	3,800	3,099.23	159.18	.00	700.77	81.6%
55010 BUILDING MAINT & REPAIR	35,477	35,477	.00	.00	.00	35,477.00	.0%
59000 TRANSFERS OUT (LABOR)	5,000	812	.00	.00	.00	812.34	.0%
59200 IT & DATA PROCESSING CHGS	6,698	6,698	5,023.53	558.17	.00	1,674.47	75.0%
59300 LIABILITY INSURANCE CHGS	6,515	6,515	4,886.28	542.92	.00	1,628.72	75.0%
59400 TELEPHONE CHGS HIPC	7,104	7,104	5,328.00	592.00	.00	1,776.00	75.0%
59600 INDIRECT PRORATED CST CHG	63,149	63,149	47,361.78	5,262.42	.00	15,787.22	75.0%
59800 TRANSFERS OUT - CIP	0	1,475,302	117,394.19	43,024.84	.00	1,357,908.23	8.0%
TOTAL TRANSPORT DEV ACT (TDA) FUN	1,039,892	2,648,007	772,114.10	136,747.04	349,830.53	1,526,062.19	42.4%
220 STATE HOUSING (LHTFP) GRANT							

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220	STATE HOUSING (LHTFP) GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	0	6,021	236.22	.00	.00	5,784.76	3.9%
51000	CALPERS PENSION NORMAL COST	0	0	23.86	.00	.00	-23.86	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	60.13	.00	.00	-60.13	100.0%
53200	PROF SERVICES - OTHER	0	316,078	309,139.55	247,506.35	727,274.45	-720,335.94	327.9%
53600	HOUSING ASSIST LOAN GRANT	0	1,140,112	500,000.00	.00	385,095.00	255,016.80	77.6%
	TOTAL STATE HOUSING (LHTFP) GRANT	0	1,462,211	809,459.76	247,506.35	1,112,369.45	-459,618.37	131.4%
301 CAPITAL OUTLAY FUND								
50000	SALARIES - REGULAR	0	419,862	11,573.81	4,931.43	.00	408,288.11	2.8%
50200	OVERTIME WAGES	0	759,163	172,603.22	.00	.00	586,559.33	22.7%
51000	CALPERS PENSION NORMAL COST	0	15,877	692.85	.00	.00	15,183.89	4.4%
51010	CALPERS PENSION UAL	0	17,914	.00	.00	.00	17,914.00	.0%
51030	RETIREMENT ENHANCEMENT PLAN	0	458	.00	.00	.00	458.00	.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	71,432	4,160.60	.00	.00	67,271.88	5.8%
51300	WORKERS COMPENSATION	0	80,062	7,223.29	.00	.00	72,838.86	9.0%
52310	TRAINING-WORKSHOP-MTGS	0	78,384	31,555.42	3,823.20	.00	46,828.57	40.3%
52400	MINOR EQUIPMENT	0	606,792	339,277.70	46,107.16	75,731.49	191,782.64	68.4%
52600	SUPPLIES CUSTODIAL	0	13,136	6,263.24	.00	.00	6,873.08	47.7%
52900	MISC SUPPLIES	0	30,000	6,695.64	797.61	2,119.65	21,184.71	29.4%
53000	SOFTWARE EXPENSE	0	25,027	1,506.00	.00	.01	23,521.46	6.0%
53200	PROF SERVICES - OTHER	0	36,245,700	5,492,756.03	745,895.32	22,239,328.82	8,513,615.35	76.5%
53220	SERVICES LEGAL SERVICES	0	6,032	.00	.00	.00	6,032.00	.0%
53250	ADVERTISING	0	109,385	7,849.00	.00	.00	101,536.00	7.2%
53270	CONSTRUCTION SERVICES	0	138,635,711	17,275,377.80	37,354.22	83,833,050.69	37,527,282.68	72.9%
55010	BUILDING MAINT & REPAIR	0	682,548	7,141.86	.00	.00	675,405.84	1.0%
55020	EQUIPMENT MAINTENANCE	0	95,575	.00	.00	.00	95,575.00	.0%
56010	CAPEX - BUILDINGS	1,500,000	6,122,983	65,109.40	18,559.40	197,990.75	5,859,882.75	4.3%
56020	CAPEX - IMPRV OTH. THN BLDGS	1,250,000	14,216,673	19,662.79	.00	1,451,827.98	12,745,182.19	10.4%
56030	CAPEX - VEHICLES	0	609,656	382,686.59	-27,697.31	.00	226,969.03	62.8%
56040	CAPEX - MACHINERY/EQUIP	5,566,000	15,034,373	1,211,193.92	297,353.39	1,759,153.72	12,064,024.97	19.8%
56050	CAPEX - INFRASTRUCTURE	125,148,724	30,467,074	260,762.00	260,762.00	1,025,725.22	29,180,586.95	4.2%
57800	FOR CONTINGENCIES	0	9,474,300	.00	.00	.00	9,474,299.56	.0%
59000	TRANSFERS OUT (LABOR)	0	4,557,522	949,085.49	.00	.00	3,608,436.23	20.8%
59300	LIABILITY INSURANCE CHGS	0	39,107	.00	.00	.00	39,107.00	.0%
	TOTAL CAPITAL OUTLAY FUND	133,464,724	258,414,745	26,253,176.65	1,387,886.42	110,584,928.33	121,576,640.08	53.0%

311 PEG FEES FUND

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311	PEG FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800	TRANSFERS OUT - CIP	0	342,488	1,377.08	.00	.00	341,111.15	.4%
	TOTAL PEG FEES FUND	0	342,488	1,377.08	.00	.00	341,111.15	.4%
313 2022 LEASE PURCH EQUIP FUND								
59800	TRANSFERS OUT - CIP	0	1,355,055	777,602.39	419,458.32	.00	577,452.91	57.4%
60500	DEBT OFFSET	0	0	205,740.12	205,740.12	.00	-205,740.12	100.0%
	TOTAL 2022 LEASE PURCH EQUIP FUND	0	1,355,055	983,342.51	625,198.44	.00	371,712.79	72.6%
314 2014 LEASE REV BOND FUND								
59800	TRANSFERS OUT - CIP	0	960,869	7,613.46	.00	.00	953,255.54	.8%
	TOTAL 2014 LEASE REV BOND FUND	0	960,869	7,613.46	.00	.00	953,255.54	.8%
315 2006 TAB HERO/SW/ORMOND FUND								
59800	TRANSFERS OUT - CIP	0	662,342	.00	.00	.00	662,341.51	.0%
	TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	662,342	.00	.00	.00	662,341.51	.0%
320 LOST PUBLIC SECTOR REV FUND								
50000	SALARIES - REGULAR	0	141,178	.00	.00	.00	141,178.14	.0%
50500	MISC PAYROLL EXPENSE	0	300	.00	.00	.00	300.00	.0%
51000	CALPERS PENSION NORMAL COST	0	5,824	.00	.00	.00	5,824.36	.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	38,098	.00	.00	.00	38,097.55	.0%
52400	MINOR EQUIPMENT	0	94,562	34,602.87	4,843.03	122,049.45	-62,089.86	165.7%
52600	SUPPLIES CUSTODIAL	0	47,910	2,686.09	2,686.09	3,000.00	42,223.70	11.9%
52620	SUPPLIES OTHER	0	4,827	7,079.48	5,628.75	.00	-2,252.28	146.7%
52900	MISC SUPPLIES	0	100,702	5,358.79	3,131.79	.00	95,343.30	5.3%
53200	PROF SERVICES - OTHER	0	7,455,279	476,365.90	1,565.50	26,307.42	6,952,606.03	6.7%
53250	ADVERTISING	0	11,954	.00	.00	.00	11,953.76	.0%
53270	CONSTRUCTION SERVICES	0	3,279,124	.00	.00	.00	3,279,123.96	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56030 CAPEX - VEHICLES	0	65,880	2,487.56	.00	4,943.63	58,448.66	11.3%
56040 CAPEX - MACHINERY/EQUIP	0	1,434,111	590,000.26	.00	199,210.00	644,900.99	55.0%
59000 TRANSFERS OUT (LABOR)	0	321,318	2,661.81	.00	.00	318,656.38	.8%
59800 TRANSFERS OUT - CIP	0	16,461,503	277,015.38	125,719.79	.00	16,184,487.59	1.7%
TOTAL LOST PUBLIC SECTOR REV FUND	0	29,462,571	1,398,258.14	143,574.95	355,510.50	27,708,802.28	6.0%
350 DEVELOPMENT IMPACT FEES FUND							
53200 PROF SERVICES - OTHER	0	302	.00	.00	.00	302.00	.0%
53700 DEVELOPER REIMBURSEMENTS	2,745,000	2,745,000	.00	.00	.00	2,745,000.00	.0%
59600 INDIRECT PRORATED CST CHG	23,047	23,047	17,285.22	1,920.58	.00	5,761.78	75.0%
59800 TRANSFERS OUT - CIP	560,000	10,533,535	1,168,679.86	117,584.61	.00	9,364,855.13	11.1%
59900 TRANSFERS OUT - DEBT	535,976	535,976	102,957.46	.00	.00	433,018.54	19.2%
TOTAL DEVELOPMENT IMPACT FEES FUN	3,864,023	13,837,860	1,288,922.54	119,505.19	.00	12,548,937.45	9.3%
351 QUIMBY FUND							
59800 TRANSFERS OUT - CIP	0	5,065,898	14,874.76	2,066.25	.00	5,051,022.84	.3%
TOTAL QUIMBY FUND	0	5,065,898	14,874.76	2,066.25	.00	5,051,022.84	.3%
360 OTH. DEVPT FEES FUND							
50000 SALARIES - REGULAR	658,669	658,669	463,880.39	57,026.72	.00	194,788.61	70.4%
50100 SALARIES - TEMPORARY	38,000	38,000	25,980.88	.00	.00	12,019.12	68.4%
50168 LEAVE BANK CASH OUT	15,215	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	5,000	5,000	8,591.83	422.45	.00	-3,591.83	171.8%
50400 VAC SICK COMP BUYBACK	0	0	4,104.67	1,394.58	.00	-4,104.67	100.0%
51000 CALPERS PENSION NORMAL COST	79,593	79,593	46,422.27	2,947.58	.00	33,170.73	58.3%
51005 CALPERS PENS CARMAN NORMAL CO	-1	-1	35,057.40	12,003.56	.00	-35,058.40*****%	
51010 CALPERS PENSION UAL	10,373	10,373	7,779.69	864.41	.00	2,593.31	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	1,426	1,426	2,252.88	599.06	.00	-826.88	158.0%
51160 CITY PAID EMPLOYEE BENEFITS	125,260	140,475	85,970.65	8,901.32	.00	54,504.35	61.2%
51210 RETIREE HEALTH INS PLAN	0	0	561.64	187.76	.00	-561.64	100.0%
51300 WORKERS COMPENSATION	61,654	61,654	46,240.47	5,137.83	.00	15,413.53	75.0%
51410 UNIFORM ALLOWANCE	1,600	1,600	1,600.00	.00	.00	.00	100.0%

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52000 POSTAGE	2,600	2,600	2,542.96	117.65	.00	57.04	97.8%
52200 SUBSCRIPTIONS & PUBLS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52300 UNIFORMS	3,000	3,000	510.28	.00	4,289.72	-1,800.00	160.0%
52310 TRAINING-WORKSHOP-MTGS	15,000	15,000	5,119.04	.00	.00	9,880.96	34.1%
52320 MILEAGE REIMBURSEMENTS	500	500	.00	.00	.00	500.00	.0%
52340 MEMBERSHIPS	500	500	100.00	.00	.00	400.00	20.0%
52400 MINOR EQUIPMENT	22,350	32,350	1,663.44	276.26	.00	30,686.56	5.1%
52610 SUPPLIES SAFETY	3,000	3,000	.00	.00	.00	3,000.00	.0%
52900 MISC SUPPLIES	13,250	13,250	2,835.68	258.73	7,674.88	2,739.44	79.3%
53010 SERVICES PRINTING BINDING	3,750	3,750	.00	.00	.00	3,750.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	3,500	3,500	23.71	.00	4,504.34	-1,028.05	129.4%
53110 SERVICES MEDICAL	5,500	5,500	.00	.00	1,000.00	4,500.00	18.2%
53200 PROF SERVICES - OTHER	191,000	294,514	23,197.88	4,084.10	19,049.71	252,266.85	14.3%
53220 SERVICES LEGAL SERVICES	100,000	90,000	472.50	.00	23,017.54	66,509.96	26.1%
53250 ADVERTISING	2,500	2,500	.00	.00	.00	2,500.00	.0%
53600 HOUSING ASSIST LOAN GRANT	0	325,003	.00	.00	125,002.95	200,000.00	38.5%
54080 TELEPHONE CHGS	10,529	10,529	2,590.63	583.67	.00	7,938.37	24.6%
55030 VEHICLE MAINTENANCE	22,000	22,000	.00	.00	.00	22,000.00	.0%
57300 LEASE PMT CAP GROWTH FEES	22,994	22,994	4,416.87	.00	.00	18,577.13	19.2%
59200 IT & DATA PROCESSING CHGS	65,310	65,310	48,982.50	2,942.50	.00	16,327.50	75.0%
59300 LIABILITY INSURANCE CHGS	35,817	35,817	26,862.75	2,984.75	.00	8,954.25	75.0%
59400 TELEPHONE CHGS HIPC	2,272	2,272	1,703.97	189.33	.00	568.03	75.0%
59500 FLEET EQUIP MAINT ISF CHG	13,461	13,461	22,390.07	1,066.11	.00	-8,929.07	166.3%
59600 INDIRECT PRORATED CST CHG	46,188	46,188	34,462.44	3,829.16	.00	11,725.56	74.6%
59700 FACILITY CHG MAINTENANCE	17,435	17,435	13,076.28	1,452.92	.00	4,358.72	75.0%
59800 TRANSFERS OUT - CIP	0	2,647,343	1,688,344.42	166,049.44	.00	958,998.54	63.8%
TOTAL OTH. DEVPT FEES FUND	1,600,745	4,676,605	2,607,738.19	273,319.89	184,539.14	1,884,328.02	59.7%
420 HOUSING SUC AGCY FUND							
50000 SALARIES - REGULAR	56,419	56,419	12,522.34	491.78	.00	43,896.66	22.2%
50168 LEAVE BANK CASH OUT	1,303	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	29.32	14.66	.00	-29.32	100.0%
51000 CALPERS PENSION NORMAL COST	5,698	5,698	1,260.44	49.66	.00	4,437.56	22.1%
51010 CALPERS PENSION UAL	4,881	4,881	3,660.75	406.75	.00	1,220.25	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	9.36	4.68	.00	-9.36	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	8,129	9,432	2,508.34	175.54	.00	6,923.66	26.6%
51300 WORKERS COMPENSATION	2,774	2,774	2,080.53	231.17	.00	693.47	75.0%
52320 MILEAGE REIMBURSEMENTS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52400 MINOR EQUIPMENT	300	300	.00	.00	.00	300.00	.0%
52900 MISC SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53020 INTERNAL PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	57,675	236,192	13,735.58	.00	.00	222,455.98	5.8%
53220 SERVICES LEGAL SERVICES	30,000	30,000	.00	.00	.00	30,000.00	.0%
53600 HOUSING ASSIST LOAN GRANT	25,000	1,550,000	1,125,000.00	.00	375,000.00	50,000.00	96.8%
59300 LIABILITY INSURANCE CHGS	2,991	2,991	2,243.25	249.25	.00	747.75	75.0%
TOTAL HOUSING SUC AGCY FUND	198,670	1,902,187	1,163,049.91	1,623.49	375,000.00	364,136.65	80.9%
429 CDC SUCCESSOR AGENCY FUND							
50000 SALARIES - REGULAR	0	48,000	-16,063.30	.00	.00	64,063.30	-33.5%
52900 MISC SUPPLIES	0	23,000	.00	.00	.00	23,000.00	.0%
53200 PROF SERVICES - OTHER	0	12,000	17,863.06	370.52	21,884.53	-27,747.59	331.2%
53210 SERVICES AUDIT	0	10,000	.00	.00	.00	10,000.00	.0%
53220 SERVICES LEGAL SERVICES	0	23,000	16,225.00	5,125.00	46,850.00	-40,075.00	274.2%
53700 DEVELOPER REIMBURSEMENTS	0	2,266,488	2,156,264.00	.00	.00	110,224.00	95.1%
54030 UTILITY EXPENSE- WASTEWATER	0	23,000	1,251.12	45.84	.00	21,748.88	5.4%
54040 UTILITY EXPENSE WATER	0	23,000	2,344.19	106.19	.00	20,655.81	10.2%
55020 EQUIPMENT MAINTENANCE	0	23,000	.00	.00	.00	23,000.00	.0%
57500 PRINCIPAL PAYMENTS	2,095,000	2,095,000	2,095,000.00	.00	.00	.00	100.0%
57501 LOAN TO PRIVATE OPERATOR	0	1,822,800	1,367,100.00	151,900.00	.00	455,700.00	75.0%
57510 INTEREST & PENALTIES EXPENSE	1,111,951	1,111,951	730,512.45	.00	.00	381,438.55	65.7%
59020 TRANSFERS OUT - INTRAFUND	150,000	0	.00	.00	.00	.00	.0%
59025 TRANSFERS OUT - INTERFUND	0	150,000	.00	.00	.00	150,000.00	.0%
59500 FLEET EQUIP MAINT ISF CHG	892	892	.00	.00	.00	892.00	.0%
60500 DEBT OFFSET	0	0	-2,095,000.00	.00	.00	2,095,000.00	100.0%
TOTAL CDC SUCCESSOR AGENCY FUND	3,357,843	7,632,131	4,275,496.52	157,547.55	68,734.53	3,287,899.95	56.9%
481 DOWNTOWN IMPROVEMENT DISTRICT							
53200 PROF SERVICES - OTHER	0	76,428	.00	.00	.00	76,427.87	.0%
59600 INDIRECT PRORATED CST CHG	8,802	8,802	6,601.50	733.50	.00	2,200.50	75.0%
59800 TRANSFERS OUT - CIP	0	48,934	.00	.00	.00	48,934.00	.0%
TOTAL DOWNTOWN IMPROVEMENT DISTRI	8,802	134,164	6,601.50	733.50	.00	127,562.37	4.9%
500 BOND ASSESSMENT DISTRICTS							

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500	BOND ASSESSMENT DISTRICTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52000	POSTAGE	1,500	1,500	.00	.00	.00	1,500.00	.0%
52900	MISC SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
53200	PROF SERVICES - OTHER	73,000	89,500	48,301.67	1,875.00	11,806.33	29,392.00	67.2%
53210	SERVICES AUDIT	500	500	.00	.00	.00	500.00	.0%
53310	COUNTY PROP TAX ADMIN CHG	11,145	11,145	5,485.62	.00	.00	5,659.38	49.2%
57500	PRINCIPAL PAYMENTS	2,525,000	2,525,000	2,525,000.00	.00	.00	.00	100.0%
57510	INTEREST & PENALTIES EXPENSE	1,565,942	1,565,942	1,564,208.43	.00	.00	1,733.57	99.9%
59020	TRANSFERS OUT - INTRAFUND	39,600	0	.00	.00	.00	.00	.0%
59025	TRANSFERS OUT - INTERFUND	0	39,600	.00	.00	.00	39,600.00	.0%
59600	INDIRECT PRORATED CST CHG	18,892	18,892	14,168.97	1,574.33	.00	4,723.03	75.0%
	TOTAL BOND ASSESSMENT DISTRICTS	4,238,079	4,254,579	4,157,164.69	3,449.33	11,806.33	85,607.98	98.0%
541 DEVELOPER/OTHER DEPOSITS FUND								
52310	TRAINING-WORKSHOP-MTGS	0	27,274	5,785.96	.00	.00	21,488.03	21.2%
52350	OTHER EXPENSE REIMB	0	3,333	3,333.00	490.00	.00	.00	100.0%
53200	PROF SERVICES - OTHER	0	7,137,036	177,845.47	102,110.00	188,295.52	6,770,895.40	5.1%
	TOTAL DEVELOPER/OTHER DEPOSITS FU	0	7,167,643	186,964.43	102,600.00	188,295.52	6,792,383.43	5.2%
542 PAYROLL CLEARING FUND								
50000	SALARIES - REGULAR	0	0	83.39	.00	.00	-83.39	100.0%
50400	VAC SICK COMP BUYBACK	3,201,104	3,201,104	2,384,828.54	134,137.30	.00	816,275.46	74.5%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	31,337.17	1,945.00	.00	-31,337.17	100.0%
	TOTAL PAYROLL CLEARING FUND	3,201,104	3,201,104	2,416,249.10	136,082.30	.00	784,854.90	75.5%
545 HOUSING AUTHORITY PAYROLL FUND								
50000	SALARIES - REGULAR	3,791,914	3,791,914	2,399,447.49	247,325.77	.00	1,392,466.51	63.3%
50100	SALARIES - TEMPORARY	0	0	38,245.23	.00	.00	-38,245.23	100.0%
50168	LEAVE BANK CASH OUT	87,594	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	0	0	50,520.99	4,454.02	.00	-50,520.99	100.0%
50400	VAC SICK COMP BUYBACK	0	0	19,646.04	6,515.65	.00	-19,646.04	100.0%
50410	WORKERS COMP SALARY CONTINUE	0	0	45.94	.00	.00	-45.94	100.0%
51000	CALPERS PENSION NORMAL COST	382,983	382,983	240,809.96	24,169.23	.00	142,173.04	62.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51010 CALPERS PENSION UAL	578,386	578,386	.00	.00	.00	578,386.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	341,439	341,439	214,521.11	23,532.56	.00	126,917.89	62.8%
51040 EARLY RETIREMENT INCENTIVE	3,516	3,516	3,516.10	.00	.00	-.10	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	1,082,567	1,170,161	726,330.69	66,148.83	.00	443,830.31	62.1%
51210 RETIREE HEALTH INS PLAN	40,088	40,088	30,944.65	6,417.67	.00	9,143.35	77.2%
51400 AUTO ALLOWANCE	2,520	2,520	1,335.07	.00	.00	1,184.93	53.0%
TOTAL HOUSING AUTHORITY PAYROLL F	6,311,007	6,311,007	3,725,363.27	378,563.73	.00	2,585,643.73	59.0%
561 OXNARD DOWNTOWN MGT DIST FUND							
53310 COUNTY PROP TAX ADMIN CHG	0	0	501.19	.00	.00	-501.19	100.0%
57410 CONTRIBUTION TO OTHER AGCY	0	0	199,500.00	.00	.00	-199,500.00	100.0%
TOTAL OXNARD DOWNTOWN MGT DIST FU	0	0	200,001.19	.00	.00	-200,001.19	100.0%
571 CONTRIBUTIONS TRUST FUND							
51160 CITY PAID EMPLOYEE BENEFITS	0	130	.00	.00	.00	129.79	.0%
52300 UNIFORMS	0	5,155	1,464.83	.00	.00	3,689.95	28.4%
52310 TRAINING-WORKSHOP-MTGS	0	222,168	1,741.50	.00	.00	220,426.13	.8%
52400 MINOR EQUIPMENT	0	108,992	.00	.00	.00	108,992.26	.0%
52620 SUPPLIES OTHER	0	120,282	12,246.38	1,491.03	12,301.53	95,733.65	20.4%
52900 MISC SUPPLIES	0	3,000	5,242.95	2,838.32	.00	-2,242.95	174.8%
53020 INTERNAL PHOTOCOPING COSTS	0	1,534	.00	.00	.00	1,534.43	.0%
53200 PROF SERVICES - OTHER	0	764,093	4,261.20	.00	.00	759,831.88	.6%
55010 BUILDING MAINT & REPAIR	0	1,650,000	32,439.80	.00	.00	1,617,560.20	2.0%
56040 CAPEX - MACHINERY/EQUIP	0	1,732	.00	.00	.00	1,731.72	.0%
59800 TRANSFERS OUT - CIP	0	1,680	.00	.00	.00	1,680.00	.0%
TOTAL CONTRIBUTIONS TRUST FUND	0	2,878,765	57,396.66	4,329.35	12,301.53	2,809,067.06	2.4%
601 WATER OPERATING FUND							
50000 SALARIES - REGULAR	6,332,445	6,332,445	4,000,473.32	443,129.84	.00	2,331,971.68	63.2%
50100 SALARIES - TEMPORARY	95,000	95,000	53,825.19	3,775.20	.00	41,174.81	56.7%
50168 LEAVE BANK CASH OUT	146,278	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	532,000	532,000	464,810.64	40,066.43	.00	67,189.36	87.4%

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50400 VAC SICK COMP BUYBACK	0	0	33,699.25	11,029.83	.00	-33,699.25	100.0%
51000 CALPERS PENSION NORMAL COST	639,575	639,575	396,173.96	43,965.41	.00	243,401.04	61.9%
51010 CALPERS PENSION UAL	933,594	933,594	700,195.59	77,799.51	.00	233,398.41	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	296,916	296,916	218,982.07	27,532.84	.00	77,933.93	73.8%
51040 EARLY RETIREMENT INCENTIVE	3,182	3,182	3,182.11	.00	.00	-.11	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	1,764,308	1,910,586	1,116,607.91	110,161.96	.00	793,978.09	58.4%
51210 RETIREE HEALTH INS PLAN	33,920	33,920	28,414.94	6,200.67	.00	5,505.06	83.8%
51300 WORKERS COMPENSATION	366,748	366,748	275,060.97	30,562.33	.00	91,687.03	75.0%
51400 AUTO ALLOWANCE	1,050	1,050	745.13	80.78	.00	304.87	71.0%
51420 TOOL AND EQUIPMENT ALLOWANCE	1,025	1,025	.00	.00	.00	1,025.00	.0%
51425 TREATMENT CERTIFICAT PAY	0	0	8,412.52	900.00	.00	-8,412.52	100.0%
52000 POSTAGE	51,000	51,000	5,005.89	472.37	.00	45,994.11	9.8%
52100 CHEMICALS	700,000	700,000	251,094.36	10,939.84	376,990.94	71,914.70	89.7%
52110 REPAIR PARTS	450,000	350,000	265,591.37	191,943.06	101,928.14	-17,519.51	105.0%
52200 SUBSCRIPTIONS & PUBLS	15,000	15,000	278.40	.00	520.60	14,201.00	5.3%
52300 UNIFORMS	55,000	55,000	16,836.85	3,026.60	12,282.57	25,880.58	52.9%
52310 TRAINING-WORKSHOP-MTGS	105,000	105,000	30,708.12	7,776.61	28,174.21	46,117.67	56.1%
52330 EDUCATION REIMBURSEMENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
52340 MEMBERSHIPS	50,000	50,000	17,647.89	.00	.00	32,352.11	35.3%
52350 OTHER EXPENSE REIMB	0	0	108,550.00	.00	.00	-108,550.00	100.0%
52400 MINOR EQUIPMENT	1,300,000	2,078,792	1,145,817.12	236,575.89	544,069.80	388,905.08	81.3%
52510 PUBLIC OUTREACH	175,000	175,000	23,058.08	2,590.00	33,490.78	118,451.14	32.3%
52610 SUPPLIES SAFETY	105,000	105,000	14,190.52	1,383.05	10,109.48	80,700.00	23.1%
52900 MISC SUPPLIES	77,000	77,000	85,943.15	10,662.37	96,947.22	-105,890.37	237.5%
53000 SOFTWARE EXPENSE	55,000	55,000	24.95	.00	.00	54,975.05	.0%
53010 SERVICES PRINTING BINDING	105,000	105,000	1,439.61	1,334.73	20,132.85	83,427.54	20.5%
53020 INTERNAL PHOTOCOPING COSTS	11,000	11,000	6,714.97	.00	.00	4,285.03	61.0%
53200 PROF SERVICES - OTHER	3,744,500	3,813,168	2,405,370.18	179,551.32	1,079,547.58	328,250.24	91.4%
53210 SERVICES AUDIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
53220 SERVICES LEGAL SERVICES	950,000	1,150,000	547,495.40	112,607.53	273,523.09	328,981.51	71.4%
53250 ADVERTISING	20,000	20,000	9,790.00	2,700.00	2,300.00	7,910.00	60.5%
53260 LEGAL ADVOCACY	22,000	22,000	16,048.00	266.00	8,032.00	-2,080.00	109.5%
53400 PROFESSIONAL SERVICES - HR	5,000	5,000	2,147.00	.00	.00	2,853.00	42.9%
53420 TEST MONITOR COMPLIANCE	150,000	150,000	88,802.07	13,621.10	92,598.65	-31,400.72	120.9%
54010 UTILITY EXPENSE-ELECTRIC	1,200,000	1,200,000	861,005.57	92,209.16	.00	338,994.43	71.8%
54020 UTILITY EXPENSE - GAS	5,000	5,000	3,478.89	631.54	.00	1,521.11	69.6%
54030 UTILITY EXPENSE- WASTEWATER	794,500	794,500	297,425.37	2,486.74	.00	497,074.63	37.4%
54040 UTILITY EXPENSE WATER	78,750	78,750	44,785.41	5,776.36	.00	33,964.59	56.9%
54050 UTIL EXP REFUSE AND DISPOSE	19,000	19,000	7,273.20	1,569.94	.00	11,726.80	38.3%
54080 TELEPHONE CHGS	40,000	40,000	29,007.78	5,912.76	.00	10,992.22	72.5%
54090 UNLEADED FUEL	0	25,000	.00	.00	12,500.00	12,500.00	50.0%
54100 WATER PURCHASES	27,000,000	26,200,000	17,676,430.21	1,598,717.89	.00	8,523,569.79	67.5%
54355 UTILITY RATE ASSIST CREDIT	80,500	80,500	68,900.00	21,100.00	.00	11,600.00	85.6%
55010 BUILDING MAINT & REPAIR	225,000	225,000	.00	.00	.00	225,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56040 CAPEX - MACHINERY/EQUIP	85,000	185,000	111,591.84	98,386.96	9,919.05	63,489.11	65.7%
57000 RENTALS & LEASES	515,000	515,000	456,148.91	42,875.85	157,066.26	-98,215.17	119.1%
57110 TAXES AND FILING FEES	200,000	200,000	222,035.73	.00	.00	-22,035.73	111.0%
57200 BAD DEBT EXPENSE	75,000	75,000	-1,514.01	-281.15	.00	76,514.01	-2.0%
57500 PRINCIPAL PAYMENTS	5,803,916	5,803,916	.00	.00	.00	5,803,916.00	.0%
57510 INTEREST & PENALTIES EXPENSE	8,548,669	8,548,669	3,596,980.33	.00	.00	4,951,688.67	42.1%
59000 TRANSFERS OUT (LABOR)	2,000	2,000	150.00	.00	.00	1,850.00	7.5%
59100 CUSTOMER BILLING CHARGES	1,516,371	1,516,371	1,137,278.25	126,364.25	.00	379,092.75	75.0%
59200 IT & DATA PROCESSING CHGS	854,157	854,157	640,617.84	71,179.76	.00	213,539.16	75.0%
59300 LIABILITY INSURANCE CHGS	407,913	407,913	305,934.75	33,992.75	.00	101,978.25	75.0%
59400 TELEPHONE CHGS HIPC	66,780	66,780	50,085.00	5,565.00	.00	16,695.00	75.0%
59500 FLEET EQUIP MAINT ISF CHG	418,308	418,308	276,165.68	36,500.85	.00	142,142.32	66.0%
59600 INDIRECT PRORATED CST CHG	2,001,396	2,001,396	1,501,046.91	166,782.99	.00	500,349.09	75.0%
59700 FACILITY CHG MAINTENANCE	234,069	234,069	175,551.75	19,505.75	.00	58,517.25	75.0%
59800 TRANSFERS OUT - CIP	5,150,000	16,104,455	7,128,154.95	1,481,586.18	.00	8,976,299.66	44.3%
59900 TRANSFERS OUT - DEBT	27,887	27,887	6,809.95	.00	.00	21,077.05	24.4%
60200 CAPITAL ASSET OFFSET	0	0	-7,604.72	.00	.00	7,604.72	100.0%
60300 INTERFUND ADVANCE OFFSET	0	0	148,985.96	.00	.00	-148,985.96	100.0%
TOTAL WATER OPERATING FUND	74,650,757	85,877,672	47,079,863.08	5,381,518.85	2,860,133.22	35,937,675.31	58.2%

602 WATER CIP FUND

53200 PROF SERVICES - OTHER	0	9,428,209	1,642,238.54	246,541.45	2,242,267.12	5,543,702.92	41.2%
53270 CONSTRUCTION SERVICES	0	13,661,260	6,189,904.14	1,102,000.56	2,203,571.16	5,267,784.84	61.4%
56000 CAPEX - LAND EASEMENTS	0	74,699	.00	.00	4,938.75	69,760.00	6.6%
56020 CAPEX - IMPRV OTH. THN BLDGS	5,100,000	5,104,377	.00	.00	.00	5,104,377.00	.0%
56040 CAPEX - MACHINERY/EQUIP	50,000	161,345	.00	.00	.00	161,345.00	.0%
56050 CAPEX - INFRASTRUCTURE	5,250,000	11,023,540	.00	.00	.00	11,023,540.33	.0%
57800 FOR CONTINGENCIES	0	1,736,666	.00	.00	.00	1,736,665.70	.0%
59000 TRANSFERS OUT (LABOR)	0	3,477,254	190,325.60	.00	.00	3,286,928.23	5.5%
TOTAL WATER CIP FUND	10,400,000	44,667,349	8,022,468.28	1,348,542.01	4,450,777.03	32,194,104.02	27.9%

603 WATER DEVLPMT IMPACT FEES FUND

59600 INDIRECT PRORATED CST CHG	11,342	11,342	8,506.53	945.17	.00	2,835.47	75.0%
59800 TRANSFERS OUT - CIP	4,500,000	20,016,593	259,518.55	24,077.79	.00	19,757,074.72	1.3%
TOTAL WATER DEVLPMT IMPACT FEES F	4,511,342	20,027,935	268,025.08	25,022.96	.00	19,759,910.19	1.3%

605 WATER CAP FACILITY FUND

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605	WATER CAP FACILITY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53700	DEVELOPER REIMBURSEMENTS	350,000	350,000	.00	.00	.00	350,000.00	.0%
59600	INDIRECT PRORATED CST CHG	1,622	1,622	1,216.53	135.17	.00	405.47	75.0%
59800	TRANSFERS OUT - CIP	0	400,000	.00	.00	.00	400,000.00	.0%
	TOTAL WATER CAP FACILITY FUND	351,622	751,622	1,216.53	135.17	.00	750,405.47	.2%
606 WATER RESOURCE FEE FUND								
59600	INDIRECT PRORATED CST CHG	1,048	1,048	785.97	87.33	.00	262.03	75.0%
59800	TRANSFERS OUT - CIP	250,000	131	.00	.00	.00	131.00	.0%
	TOTAL WATER RESOURCE FEE FUND	251,048	1,179	785.97	87.33	.00	393.03	66.7%
607 WATER BONDS/WIFIA LOANS								
59800	TRANSFERS OUT - CIP	0	600,000	.00	.00	.00	600,000.00	.0%
	TOTAL WATER BONDS/WIFIA LOANS	0	600,000	.00	.00	.00	600,000.00	.0%
608 WATER SECURITY-CONT PREV FUND								
50000	SALARIES - REGULAR	397,988	397,988	266,629.81	31,584.88	.00	131,358.19	67.0%
50168	LEAVE BANK CASH OUT	9,194	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	8,000	8,000	1,744.80	1,357.42	.00	6,255.20	21.8%
50400	VAC SICK COMP BUYBACK	0	0	2,557.02	854.82	.00	-2,557.02	100.0%
51000	CALPERS PENSION NORMAL COST	40,197	40,197	26,413.96	3,195.91	.00	13,783.04	65.7%
51010	CALPERS PENSION UAL	61,012	61,012	45,758.97	5,084.33	.00	15,253.03	75.0%
51030	RETIREMENT ENHANCEMENT PLAN	61,179	61,179	43,671.39	4,986.88	.00	17,507.61	71.4%
51160	CITY PAID EMPLOYEE BENEFITS	117,028	126,222	71,671.57	7,672.00	.00	54,550.43	56.8%
51300	WORKERS COMPENSATION	25,501	25,501	19,125.72	2,125.08	.00	6,375.28	75.0%
52000	POSTAGE	25,000	25,000	.00	.00	.00	25,000.00	.0%
52400	MINOR EQUIPMENT	147,000	147,000	137,519.74	16,680.45	93,329.11	-83,848.85	157.0%
53010	SERVICES PRINTING BINDING	10,000	10,000	1,750.14	.00	.00	8,249.86	17.5%
53200	PROF SERVICES - OTHER	400,000	400,000	12,879.00	.00	6,638.38	380,482.62	4.9%
53420	TEST MONITOR COMPLIANCE	200,000	200,000	104,014.34	1,728.00	66,552.93	29,432.73	85.3%
59000	TRANSFERS OUT (LABOR)	45,000	45,000	11,500.00	.00	.00	33,500.00	25.6%
59200	IT & DATA PROCESSING CHGS	55,820	55,820	41,865.03	4,651.67	.00	13,954.97	75.0%

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59300 LIABILITY INSURANCE CHGS	28,361	28,361	21,270.78	2,363.42	.00	7,090.22	75.0%
59400 TELEPHONE CHGS HIPC	1,135	1,135	851.22	94.58	.00	283.78	75.0%
59600 INDIRECT PRORATED CST CHG	85,567	85,567	64,175.22	7,130.58	.00	21,391.78	75.0%
59800 TRANSFERS OUT - CIP	0	711,486	29,792.32	.00	.00	681,693.77	4.2%
TOTAL WATER SECURITY-CONT PREV FU	1,717,982	2,429,468	903,191.03	89,510.02	166,520.42	1,359,756.64	44.0%
609 WATER BOND 2021A REV BOND FUND							
59800 TRANSFERS OUT - CIP	0	2,906,798	451,229.57	142,288.97	.00	2,455,568.74	15.5%
TOTAL WATER BOND 2021A REV BOND F	0	2,906,798	451,229.57	142,288.97	.00	2,455,568.74	15.5%
611 WASTEWATER OPERATING FUND							
50000 SALARIES - REGULAR	7,604,236	7,604,236	4,827,882.34	546,620.51	.00	2,776,353.66	63.5%
50100 SALARIES - TEMPORARY	180,000	180,000	108,319.28	10,619.98	.00	71,680.72	60.2%
50168 LEAVE BANK CASH OUT	175,657	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	430,000	430,000	362,911.62	48,379.95	.00	67,088.38	84.4%
50400 VAC SICK COMP BUYBACK	0	0	42,065.51	14,042.15	.00	-42,065.51	100.0%
51000 CALPERS PENSION NORMAL COST	768,028	768,028	475,364.85	53,861.92	.00	292,663.15	61.9%
51010 CALPERS PENSION UAL	1,078,922	1,078,922	809,191.53	89,910.17	.00	269,730.47	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	428,882	428,882	319,315.80	60,729.28	.00	109,566.20	74.5%
51160 CITY PAID EMPLOYEE BENEFITS	1,988,007	2,163,664	1,317,711.24	132,828.00	.00	845,952.76	60.9%
51210 RETIREE HEALTH INS PLAN	56,738	56,738	46,239.76	9,955.17	.00	10,498.24	81.5%
51300 WORKERS COMPENSATION	431,371	431,371	323,528.31	35,947.59	.00	107,842.69	75.0%
51400 AUTO ALLOWANCE	1,050	1,050	745.13	80.78	.00	304.87	71.0%
51425 TREATMENT CERTIFICAT PAY	0	0	3,973.72	450.00	.00	-3,973.72	100.0%
52000 POSTAGE	6,000	6,000	1,897.49	273.01	.00	4,102.51	31.6%
52100 CHEMICALS	1,800,000	1,800,000	1,527,202.51	341,827.37	625,787.22	-352,989.73	119.6%
52110 REPAIR PARTS	405,000	380,000	27,870.06	4,269.93	78,129.94	274,000.00	27.9%
52200 SUBSCRIPTIONS & PUBLS	1,000	1,000	.00	.00	.00	1,000.00	.0%
52300 UNIFORMS	51,000	51,000	18,868.16	1,710.65	36,032.13	-3,900.29	107.6%
52310 TRAINING-WORKSHOP-MTGS	219,000	219,000	26,884.90	13,757.99	89,922.44	102,192.66	53.3%
52330 EDUCATION REIMBURSEMENT	15,000	15,000	2,876.00	.00	.00	12,124.00	19.2%
52340 MEMBERSHIPS	48,000	48,000	35,038.12	1,828.00	.00	12,961.88	73.0%
52400 MINOR EQUIPMENT	945,000	945,000	884,452.94	228,191.20	603,783.84	-543,236.78	157.5%
52610 SUPPLIES SAFETY	95,000	95,000	48,458.68	7,574.10	41,041.32	5,500.00	94.2%
52900 MISC SUPPLIES	65,000	65,000	37,155.96	3,088.47	46,851.44	-19,007.40	129.2%
53000 SOFTWARE EXPENSE	62,500	62,500	59,901.81	27,336.55	67,821.01	-65,222.82	204.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53010 SERVICES PRINTING BINDING	20,000	20,000	675.05	61.72	6,824.95	12,500.00	37.5%
53020 INTERNAL PHOTOCOPYING COSTS	4,000	4,000	3,186.87	.00	.00	813.13	79.7%
53110 SERVICES MEDICAL	5,500	5,500	270.00	.00	.00	5,230.00	4.9%
53200 PROF SERVICES - OTHER	3,445,000	3,738,622	1,378,730.36	102,541.63	944,636.78	1,415,254.86	62.1%
53220 SERVICES LEGAL SERVICES	69,500	69,500	11,451.50	.00	12,057.50	45,991.00	33.8%
53250 ADVERTISING	5,000	5,000	1,635.00	.00	.00	3,365.00	32.7%
53260 LEGAL ADVOCACY	11,000	11,000	7,696.00	266.00	3,856.00	-552.00	105.0%
53420 TEST MONITOR COMPLIANCE	490,000	490,000	279,696.17	85,946.80	160,530.55	49,773.28	89.8%
54010 UTILITY EXPENSE-ELECTRIC	1,470,000	1,470,000	1,035,572.41	130,735.48	.00	434,427.59	70.4%
54020 UTILITY EXPENSE - GAS	200,000	200,000	40,130.57	739.92	238,848.39	-78,978.96	139.5%
54030 UTILITY EXPENSE- WASTEWATER	15,000	15,000	7,119.00	914.22	.00	7,881.00	47.5%
54040 UTILITY EXPENSE WATER	100,000	100,000	123,322.74	14,162.34	.00	-23,322.74	123.3%
54050 UTIL EXP REFUSE AND DISPOSE	1,600,000	1,750,000	1,156,323.77	130,097.48	759,218.45	-165,542.22	109.5%
54080 TELEPHONE CHGS	65,000	65,000	47,868.46	7,911.54	.00	17,131.54	73.6%
54090 UNLEADED FUEL	158,000	261,000	12,140.36	.00	248,859.64	.00	100.0%
54355 UTILITY RATE ASSIST CREDIT	80,500	80,500	.00	.00	.00	80,500.00	.0%
55030 VEHICLE MAINTENANCE	90,000	90,000	66,270.66	5,321.32	76,416.65	-52,687.31	158.5%
56040 CAPEX - MACHINERY/EQUIP	2,030,000	2,040,000	611,861.76	-13,165.01	1,170,913.65	257,224.59	87.4%
57000 RENTALS & LEASES	465,000	465,000	217,562.92	24,996.01	101,764.40	145,672.68	68.7%
57110 TAXES AND FILING FEES	288,000	313,000	285,777.20	2,622.03	.00	27,222.80	91.3%
57200 BAD DEBT EXPENSE	40,000	40,000	-752.30	-145.36	.00	40,752.30	-1.9%
57500 PRINCIPAL PAYMENTS	5,830,000	5,830,000	.00	.00	.00	5,830,000.00	.0%
57510 INTEREST & PENALTIES EXPENSE	3,603,000	3,603,000	1,516,016.40	.00	.00	2,086,983.60	42.1%
59100 CUSTOMER BILLING CHARGES	606,548	606,548	454,911.03	50,545.67	.00	151,636.97	75.0%
59200 IT & DATA PROCESSING CHGS	987,121	987,121	740,340.81	82,260.09	.00	246,780.19	75.0%
59300 LIABILITY INSURANCE CHGS	422,025	422,025	316,518.66	35,168.74	.00	105,506.34	75.0%
59400 TELEPHONE CHGS HIPC	40,588	40,588	30,440.97	3,382.33	.00	10,147.03	75.0%
59500 FLEET EQUIP MAINT ISF CHG	37,913	37,913	30,742.13	5,689.09	.00	7,170.87	81.1%
59600 INDIRECT PRORATED CST CHG	1,526,304	1,526,304	1,144,728.09	127,192.01	.00	381,575.91	75.0%
59700 FACILITY CHG MAINTENANCE	27,881	27,881	20,910.78	2,323.42	.00	6,970.22	75.0%
59800 TRANSFERS OUT - CIP	8,340,000	39,185,705	1,703,421.53	432,117.05	.00	37,482,283.15	4.3%
59900 TRANSFERS OUT - DEBT	31,649	31,649	7,728.50	.00	.00	23,920.50	24.4%
60200 CAPITAL ASSET OFFSET	0	0	-545,938.14	-154,722.63	.00	545,938.14	100.0%
60220 CAPITAL OFFSET - GAIN/LOSS	0	0	12,335.72	.00	.00	-12,335.72	100.0%
TOTAL WASTEWATER OPERATING FUND	48,959,920	80,362,247	22,026,550.70	2,710,244.66	5,313,296.30	53,022,399.68	34.0%

612 WASTEWATER CIP FUND

53200 PROF SERVICES - OTHER	0	6,083,824	1,523,478.79	91,416.83	3,683,905.17	876,440.50	85.6%
53270 CONSTRUCTION SERVICES	0	53,139,211	10,706,408.17	1,292,545.06	20,189,351.15	22,243,451.74	58.1%
56020 CAPEX - IMPRV OTH. THN BLDGS	47,340,000	50,186,843	.00	.00	.00	50,186,843.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56040 CAPEX - MACHINERY/EQUIP	1,000,000	1,151,300	.00	.00	.00	1,151,300.00	.0%
56050 CAPEX - INFRASTRUCTURE	8,000,000	9,917,559	790,397.00	7,208.56	2,856,000.00	6,271,162.00	36.8%
57800 FOR CONTINGENCIES	0	844,630	.00	.00	.00	844,630.00	.0%
59000 TRANSFERS OUT (LABOR)	0	4,179,780	121,221.65	.00	.00	4,058,558.46	2.9%
TOTAL WASTEWATER CIP FUND	56,340,000	125,503,148	13,141,505.61	1,391,170.45	26,729,256.32	85,632,385.70	31.8%
613 WASTEWATER CONNECTION FEE FUND							
53200 PROF SERVICES - OTHER	0	68,312	.00	.00	.00	68,312.00	.0%
53700 DEVELOPER REIMBURSEMENTS	1,100,000	1,100,000	.00	.00	.00	1,100,000.00	.0%
57700 LOANS TO PROP OWNERS	0	52,168	.00	.00	.00	52,168.00	.0%
59600 INDIRECT PRORATED CST CHG	9,369	9,369	7,026.75	780.75	.00	2,342.25	75.0%
TOTAL WASTEWATER CONNECTION FEE F	1,109,369	1,229,849	7,026.75	780.75	.00	1,222,822.25	.6%
617 WASTEWATER BONDS/SRF LOANS							
59800 TRANSFERS OUT - CIP	48,000,000	83,185,792	9,234,411.84	2,182,163.76	.00	73,951,380.31	11.1%
TOTAL WASTEWATER BONDS/SRF LOANS	48,000,000	83,185,792	9,234,411.84	2,182,163.76	.00	73,951,380.31	11.1%
631 SOLID WASTE OPERATING FUND							
50000 SALARIES - REGULAR	13,204,876	13,204,876	8,943,641.31	1,008,804.17	.00	4,261,234.69	67.7%
50100 SALARIES - TEMPORARY	56,461	56,461	180,815.30	20,139.90	.00	-124,354.30	320.2%
50168 LEAVE BANK CASH OUT	305,033	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	3,203,712	3,203,712	3,015,671.38	299,163.08	.00	188,040.62	94.1%
50400 VAC SICK COMP BUYBACK	0	0	78,280.54	26,237.93	.00	-78,280.54	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	1,173.63	.00	.00	-1,173.63	100.0%
51000 CALPERS PENSION NORMAL COST	1,333,692	1,333,692	911,743.58	100,557.47	.00	421,948.42	68.4%
51010 CALPERS PENSION UAL	2,286,576	2,286,576	1,714,932.00	190,548.00	.00	571,644.00	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	780,519	780,519	577,896.78	66,627.95	.00	202,622.22	74.0%
51040 EARLY RETIREMENT INCENTIVE	24,740	24,740	24,739.58	.00	.00	.42	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	4,296,393	4,601,426	3,064,639.20	304,117.31	.00	1,536,786.80	66.6%
51210 RETIREE HEALTH INS PLAN	57,356	57,356	45,877.30	9,760.30	.00	11,478.70	80.0%
51300 WORKERS COMPENSATION	506,271	506,271	379,703.25	42,189.25	.00	126,567.75	75.0%
51400 AUTO ALLOWANCE	1,050	1,050	745.13	80.78	.00	304.87	71.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51420 TOOL AND EQUIPMENT ALLOWANCE	15,375	15,375	13,325.00	.00	.00	2,050.00	86.7%
52000 POSTAGE	13,000	13,000	898.44	144.83	.00	12,101.56	6.9%
52110 REPAIR PARTS	190,000	190,000	88,239.80	12,279.09	49,618.85	52,141.35	72.6%
52200 SUBSCRIPTIONS & PUBLS	495	495	300.00	.00	.00	195.00	60.6%
52300 UNIFORMS	200,000	200,000	95,586.83	10,957.95	50,976.48	53,436.69	73.3%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	12,968.03	670.00	.00	17,031.97	43.2%
52330 EDUCATION REIMBURSEMENT	6,500	6,500	.00	.00	.00	6,500.00	.0%
52340 MEMBERSHIPS	10,000	10,000	4,575.00	570.00	.00	5,425.00	45.8%
52400 MINOR EQUIPMENT	1,433,445	1,433,445	1,060,070.41	60,806.67	196,633.20	176,741.39	87.7%
52510 PUBLIC OUTREACH	7,000	7,000	1,705.93	.00	792.00	4,502.07	35.7%
52610 SUPPLIES SAFETY	84,000	84,000	40,457.36	3,398.68	21,837.64	21,705.00	74.2%
52900 MISC SUPPLIES	37,000	37,000	15,419.84	2,997.28	9,484.17	12,095.99	67.3%
53020 INTERNAL PHOTOCOPING COSTS	6,691	6,691	6,150.96	.00	.00	540.04	91.9%
53200 PROF SERVICES - OTHER	2,146,812	2,121,812	856,890.65	104,386.72	871,671.81	393,249.54	81.5%
53250 ADVERTISING	89,500	89,500	23,266.54	2,659.54	35,920.00	30,313.46	66.1%
53260 LEGAL ADVOCACY	15,000	15,000	7,712.00	268.00	3,840.00	3,448.00	77.0%
53500 BANK CHARGES	37,180	37,180	24,997.08	1,366.44	7,002.92	5,180.00	86.1%
54010 UTILITY EXPENSE-ELECTRIC	160,000	160,000	105,123.96	8,977.63	.00	54,876.04	65.7%
54020 UTILITY EXPENSE - GAS	2,600	2,600	2,420.00	873.62	.00	180.00	93.1%
54030 UTILITY EXPENSE- WASTEWATER	2,000	2,000	1,314.16	124.65	.00	685.84	65.7%
54040 UTILITY EXPENSE WATER	18,000	18,000	14,344.17	1,561.87	.00	3,655.83	79.7%
54050 UTIL EXP REFUSE AND DISPOSE	10,350,000	10,350,000	6,721,609.14	748,235.49	3,630,273.65	-1,882.79	100.0%
54080 TELEPHONE CHGS	55,000	55,000	40,513.70	7,875.93	.00	14,486.30	73.7%
54090 UNLEADED FUEL	245,000	270,000	118,489.68	13,707.28	131,510.32	20,000.00	92.6%
54200 RECYCLES BUY BACK	1,300,000	1,300,000	477,660.82	24,602.92	.00	822,339.18	36.7%
54300 GREENWASTE PROCESSING	1,600,000	1,600,000	625,598.31	94,282.84	374,401.69	600,000.00	62.5%
54355 UTILITY RATE ASSIST CREDIT	80,500	80,500	.00	.00	.00	80,500.00	.0%
54400 SUPP WASTE HAULING	1,500,000	1,500,000	770,640.89	83,054.86	529,359.11	200,000.00	86.7%
55010 BUILDING MAINT & REPAIR	150,000	150,000	23,611.63	13,034.04	4,559.54	121,828.83	18.8%
55030 VEHICLE MAINTENANCE	250,000	250,000	125,292.65	15,024.55	98,744.35	25,963.00	89.6%
56030 CAPEX - VEHICLES	1,021,283	1,021,283	.00	.00	.00	1,021,283.00	.0%
56040 CAPEX - MACHINERY/EQUIP	755,000	755,000	.00	.00	185,000.00	570,000.00	24.5%
57000 RENTALS & LEASES	1,226,541	1,226,541	915,516.83	128,976.47	153,604.16	157,420.01	87.2%
57110 TAXES AND FILING FEES	75,000	75,000	41,434.40	3,096.23	.00	33,565.60	55.2%
57200 BAD DEBT EXPENSE	30,000	30,000	-325.17	.00	.00	30,325.17	-1.1%
57500 PRINCIPAL PAYMENTS	1,964,721	1,964,721	1,234,149.27	.00	.00	730,571.73	62.8%
57510 INTEREST & PENALTIES EXPENSE	138,730	138,730	78,527.39	.00	.00	60,202.61	56.6%
59000 TRANSFERS OUT (LABOR)	20,000	20,000	.00	.00	.00	20,000.00	.0%
59010 INFRASTRUCTURE USE FEE	0	1,024,234	.00	.00	.00	1,024,234.00	.0%
59100 CUSTOMER BILLING CHARGES	909,822	909,822	682,366.50	75,818.50	.00	227,455.50	75.0%
59200 IT & DATA PROCESSING CHGS	2,092,021	2,092,021	1,569,015.72	174,335.08	.00	523,005.28	75.0%
59300 LIABILITY INSURANCE CHGS	675,895	675,895	506,921.31	56,324.59	.00	168,973.69	75.0%
59400 TELEPHONE CHGS HIPC	39,547	39,547	29,660.22	3,295.58	.00	9,886.78	75.0%
59500 FLEET EQUIP MAINT ISF CHG	4,426,505	4,426,505	2,484,616.55	273,128.71	.00	1,941,888.45	56.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59600 INDIRECT PRORATED CST CHG	2,144,855	2,144,855	1,608,641.28	178,737.92	.00	536,213.72	75.0%
59700 FACILITY CHG MAINTENANCE	158,334	158,334	118,750.50	13,194.50	.00	39,583.50	75.0%
59800 TRANSFERS OUT - CIP	200,000	4,432,227	1,204.00	.00	.00	4,431,022.76	.0%
59900 TRANSFERS OUT - DEBT	79,683	79,683	19,458.51	.00	.00	60,224.49	24.4%
60500 DEBT OFFSET	0	0	-1,250,157.60	-264,421.77	.00	1,250,157.60	100.0%
TOTAL SOLID WASTE OPERATING FUND	62,049,714	67,306,175	38,258,821.67	3,922,572.83	6,355,229.89	22,692,123.20	66.3%
632 SOLID WASTE CIP FUND							
53200 PROF SERVICES - OTHER	0	354,174	.00	.00	.00	354,174.18	.0%
53270 CONSTRUCTION SERVICES	0	3,317,874	.00	.00	.00	2,250,180.62	32.2%
56010 CAPEX - BUILDINGS	200,000	200,000	.00	.00	1,067,693.74	200,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	708,708	.00	.00	.00	708,707.95	.0%
57800 FOR CONTINGENCIES	0	502,500	.00	.00	.00	502,500.00	.0%
59000 TRANSFERS OUT (LABOR)	0	167,716	1,204.00	.00	.00	166,512.27	.7%
TOTAL SOLID WASTE CIP FUND	200,000	5,250,973	1,204.00	.00	1,067,693.74	4,182,075.02	20.4%
634 SOLID WASTE DEVELOPER FEE FUND							
56030 CAPEX - VEHICLES	790,573	790,573	.00	.00	.00	790,573.00	.0%
TOTAL SOLID WASTE DEVELOPER FEE F	790,573	790,573	.00	.00	.00	790,573.00	.0%
638 SOLID WASTE SEC - CONT PREV FU							
53200 PROF SERVICES - OTHER	220,000	220,000	.00	.00	.00	220,000.00	.0%
59800 TRANSFERS OUT - CIP	0	299,350	.00	.00	.00	299,350.00	.0%
TOTAL SOLID WASTE SEC - CONT PREV	220,000	519,350	.00	.00	.00	519,350.00	.0%
641 PERFORMING ARTS CENTER FUND							
50200 OVERTIME WAGES	0	0	142.37	.00	.00	-142.37	100.0%
51000 CALPERS PENSION NORMAL COST	0	0	14.38	.00	.00	-14.38	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51160 CITY PAID EMPLOYEE BENEFITS	0	0	31.23	.00	.00	-31.23	100.0%
54010 UTILITY EXPENSE-ELECTRIC	72,000	72,000	64,806.78	860.31	.00	7,193.22	90.0%
54020 UTILITY EXPENSE - GAS	0	0	3,383.88	528.85	.00	-3,383.88	100.0%
54030 UTILITY EXPENSE- WASTEWATER	4,588	4,588	1,844.73	169.53	.00	2,743.27	40.2%
54040 UTILITY EXPENSE WATER	10,493	10,493	8,166.29	782.06	.00	2,326.71	77.8%
54050 UTIL EXP REFUSE AND DISPOSE	21,336	21,336	26,564.34	2,589.80	.00	-5,228.34	124.5%
55010 BUILDING MAINT & REPAIR	120,857	120,857	64,223.21	17,095.79	4,878.91	51,754.88	57.2%
57110 TAXES AND FILING FEES	200	200	.00	.00	.00	200.00	.0%
59400 TELEPHONE CHGS HIPC	7,923	7,923	5,942.25	660.25	.00	1,980.75	75.0%
59600 INDIRECT PRORATED CST CHG	2,129	2,129	1,596.78	177.42	.00	532.22	75.0%
TOTAL PERFORMING ARTS CENTER FUND	239,526	239,526	176,716.24	22,864.01	4,878.91	57,930.85	75.8%

651 GOLF COURSE OPERATING FUND

50000 SALARIES - REGULAR	26,214	26,214	19,021.10	2,089.12	.00	7,192.90	72.6%
50168 LEAVE BANK CASH OUT	606	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	159.35	53.20	.00	-159.35	100.0%
51000 CALPERS PENSION NORMAL COST	2,648	2,648	1,906.63	211.00	.00	741.37	72.0%
51010 CALPERS PENSION UAL	1,831	1,831	1,373.22	152.58	.00	457.78	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	62.59	20.90	.00	-62.59	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	4,526	5,132	3,495.10	318.68	.00	1,636.90	68.1%
51210 RETIREE HEALTH INS PLAN	0	0	62.59	20.90	.00	-62.59	100.0%
51300 WORKERS COMPENSATION	1,455	1,455	1,091.25	121.25	.00	363.75	75.0%
52400 MINOR EQUIPMENT	347,800	347,800	205,101.51	.00	.00	142,698.49	59.0%
53020 INTERNAL PHOTOCOPING COSTS	0	0	536.54	.00	.00	-536.54	100.0%
53200 PROF SERVICES - OTHER	4,067,821	4,750,687	2,330,493.74	2,991.73	36,357.57	2,383,835.69	49.8%
53210 SERVICES AUDIT	10,000	10,000	.00	.00	.00	10,000.00	.0%
53500 BANK CHARGES	106,517	165,056	113,798.91	.00	.00	51,257.09	68.9%
54010 UTILITY EXPENSE-ELECTRIC	234,000	234,000	175,941.74	.00	.00	58,058.26	75.2%
54040 UTILITY EXPENSE WATER	430,000	430,000	161,380.85	.00	.00	268,619.15	37.5%
54050 UTIL EXP REFUSE AND DISPOSE	15,000	15,000	905.77	.00	.00	14,094.23	6.0%
54070 INTERNET CHARGES	12,894	12,894	8,516.26	.00	.00	4,377.74	66.0%
54080 TELEPHONE CHGS	8,800	8,800	.00	.00	.00	8,800.00	.0%
55030 VEHICLE MAINTENANCE	35,052	35,052	27,163.00	.00	.00	7,889.00	77.5%
56040 CAPEX - MACHINERY/EQUIP	100,000	21,485	.00	.00	.00	21,485.00	.0%
57110 TAXES AND FILING FEES	24,502	24,502	.00	.00	.00	24,502.00	.0%
57500 PRINCIPAL PAYMENTS	148,986	148,986	148,985.96	.00	.00	.04	100.0%
57510 INTEREST & PENALTIES EXPENSE	10,355	10,355	10,354.10	.00	.00	.90	100.0%
58100 GENERAL LIABILITY INSURANCE	126,000	126,000	26,034.97	.00	.00	99,965.03	20.7%
59200 IT & DATA PROCESSING CHGS	1,675	1,675	1,256.22	139.58	.00	418.78	75.0%
59300 LIABILITY INSURANCE CHGS	1,503	1,503	1,127.25	125.25	.00	375.75	75.0%

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FOR 2025 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59400 TELEPHONE CHGS HIPC	11,838	11,838	8,878.50	986.50	.00	2,959.50	75.0%
59600 INDIRECT PRORATED CST CHG	144,965	144,965	108,723.69	12,080.41	.00	36,241.31	75.0%
59800 TRANSFERS OUT - CIP	1,350,000	1,889,627	33,146.74	842.51	.00	1,856,480.38	1.8%
60300 INTERFUND ADVANCE OFFSET	0	0	-148,985.96	.00	.00	148,985.96	100.0%
TOTAL GOLF COURSE OPERATING FUND	7,224,988	8,427,505	3,240,531.62	20,153.61	36,357.57	5,150,615.93	38.9%
652 GOLF COURSE CIP FUND							
53200 PROF SERVICES - OTHER	0	123,679	5,324.00	.00	84,952.11	33,402.55	73.0%
53270 CONSTRUCTION SERVICES	0	426,550	.00	.00	.00	426,550.00	.0%
56010 CAPEX - BUILDINGS	1,350,000	1,860,000	.00	.00	.00	1,860,000.00	.0%
59000 TRANSFERS OUT (LABOR)	0	79,398	27,822.74	.00	.00	51,575.72	35.0%
TOTAL GOLF COURSE CIP FUND	1,350,000	2,489,627	33,146.74	.00	84,952.11	2,371,528.27	4.7%
701 PUBLIC LIAB & PROP INSUR ISF							
50000 SALARIES - REGULAR	174,683	174,683	123,319.58	13,716.73	.00	51,363.42	70.6%
50168 LEAVE BANK CASH OUT	4,035	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	941.36	314.92	.00	-941.36	100.0%
51000 CALPERS PENSION NORMAL COST	17,643	17,643	12,358.11	1,371.12	.00	5,284.89	70.0%
51010 CALPERS PENSION UAL	18,914	18,914	14,185.53	1,576.17	.00	4,728.47	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	20,977	20,977	15,372.52	1,779.99	.00	5,604.48	73.3%
51160 CITY PAID EMPLOYEE BENEFITS	36,641	40,676	27,156.52	2,584.85	.00	13,519.48	66.8%
51210 RETIREE HEALTH INS PLAN	0	0	232.71	77.60	.00	-232.71	100.0%
51300 WORKERS COMPENSATION	7,023	7,023	5,267.25	585.25	.00	1,755.75	75.0%
51400 AUTO ALLOWANCE	210	210	140.93	16.16	.00	69.07	67.1%
52000 POSTAGE	33	33	.00	.00	.00	33.00	.0%
52200 SUBSCRIPTIONS & PUBLS	275	275	300.00	.00	.00	-25.00	109.1%
52310 TRAINING-WORKSHOP-MTGS	500	500	848.00	.00	.00	-348.00	169.6%
52320 MILEAGE REIMBURSEMENTS	300	300	.00	.00	.00	300.00	.0%
52400 MINOR EQUIPMENT	700	700	.00	.00	.00	700.00	.0%
52900 MISC SUPPLIES	325	325	.00	.00	.00	325.00	.0%
53010 SERVICES PRINTING BINDING	600	600	.00	.00	.00	600.00	.0%
53200 PROF SERVICES - OTHER	270,000	270,000	191,726.48	23,798.09	78,129.68	143.84	99.9%
53220 SERVICES LEGAL SERVICES	15,113	15,113	.00	.00	2,515.00	12,598.00	16.6%
58050 LOSS CONTROL ACTIVITIES	110,000	110,000	.00	.00	.00	110,000.00	.0%
58200 PHYSICAL DMG INS NON AUTO	1,876,500	1,504,304	1,690,402.00	.00	.00	-186,098.00	112.4%
58300 EXCESS LIABILITY INS	3,670,000	2,714,584	3,192,292.00	.00	.00	-477,708.00	117.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
58400 LIABILITY CLAIMS EXPENSE	2,896,962	5,824,574	4,036,982.48	875,008.85	.00	1,787,591.52	69.3%
58500 WORKERS COMP CLAIMS	4,324	4,324	.00	.00	.00	4,324.00	.0%
59200 IT & DATA PROCESSING CHGS	17,304	17,304	12,978.00	1,442.00	.00	4,326.00	75.0%
59300 LIABILITY INSURANCE CHGS	12,124	12,124	9,092.97	1,010.33	.00	3,031.03	75.0%
59400 TELEPHONE CHGS HIPC	1,136	1,136	852.03	94.67	.00	283.97	75.0%
59600 INDIRECT PRORATED CST CHG	155,073	155,073	116,304.75	12,922.75	.00	38,768.25	75.0%
TOTAL PUBLIC LIAB & PROP INSUR IS	9,311,395	10,911,395	9,450,753.22	936,299.48	80,644.68	1,379,997.10	87.4%

702 WORKERS COMP INSUR ISF

50000 SALARIES - REGULAR	467,947	467,947	240,832.82	23,268.63	.00	227,114.18	51.5%
50168 LEAVE BANK CASH OUT	10,810	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	1,583.99	531.08	.00	-1,583.99	100.0%
51000 CALPERS PENSION NORMAL COST	47,263	47,263	23,893.33	2,316.18	.00	23,369.67	50.6%
51010 CALPERS PENSION UAL	48,199	48,199	36,149.22	4,016.58	.00	12,049.78	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	16,782	16,782	12,677.56	1,551.55	.00	4,104.44	75.5%
51160 CITY PAID EMPLOYEE BENEFITS	84,396	95,206	50,672.74	4,432.70	.00	44,533.26	53.2%
51210 RETIREE HEALTH INS PLAN	1,851	1,851	1,993.41	488.03	.00	-142.41	107.7%
51300 WORKERS COMPENSATION	17,400	17,400	13,050.00	1,450.00	.00	4,350.00	75.0%
51400 AUTO ALLOWANCE	210	210	149.00	16.16	.00	61.00	71.0%
52000 POSTAGE	63	63	.00	.00	.00	63.00	.0%
52310 TRAINING-WORKSHOP-MTGS	432	432	.00	.00	.00	432.00	.0%
52400 MINOR EQUIPMENT	65	65	.00	.00	.00	65.00	.0%
52900 MISC SUPPLIES	950	950	163.54	.00	336.46	450.00	52.6%
53020 INTERNAL PHOTOCOPING COSTS	200	200	.00	.00	.00	200.00	.0%
53200 PROF SERVICES - OTHER	342,000	342,000	185,936.74	22,880.92	165,711.04	-9,647.78	102.8%
54080 TELEPHONE CHGS	0	0	1,039.83	285.66	.00	-1,039.83	100.0%
57110 TAXES AND FILING FEES	475,000	475,000	157,194.19	.00	.00	317,805.81	33.1%
58050 LOSS CONTROL ACTIVITIES	175,000	175,000	71,102.06	4,191.95	78,915.43	24,982.51	85.7%
58300 EXCESS LIABILITY INS	710,000	710,000	641,422.00	.00	.00	68,578.00	90.3%
58500 WORKERS COMP CLAIMS	7,833,881	7,833,881	3,309,384.79	376,544.83	25,407.50	4,499,088.71	42.6%
59200 IT & DATA PROCESSING CHGS	44,098	44,098	33,073.47	3,674.83	.00	11,024.53	75.0%
59300 LIABILITY INSURANCE CHGS	30,042	30,042	22,531.50	2,503.50	.00	7,510.50	75.0%
59400 TELEPHONE CHGS HIPC	757	757	567.72	63.08	.00	189.28	75.0%
59600 INDIRECT PRORATED CST CHG	148,150	148,150	111,112.47	12,345.83	.00	37,037.53	75.0%
TOTAL WORKERS COMP INSUR ISF	10,455,496	10,455,496	4,914,530.38	460,561.51	270,370.43	5,270,595.19	49.6%

725 CUSTOMER BILLING OPS ISF

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725	CUSTOMER BILLING OPS ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	958,671	958,671	573,482.44	68,013.41	.00	385,188.56	59.8%
50168	LEAVE BANK CASH OUT	22,146	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	0	0	10,816.17	1,956.25	.00	-10,816.17	100.0%
50400	VAC SICK COMP BUYBACK	0	0	5,047.76	1,709.97	.00	-5,047.76	100.0%
51000	CALPERS PENSION NORMAL COST	96,826	96,826	57,332.70	6,869.37	.00	39,493.30	59.2%
51010	CALPERS PENSION UAL	163,450	163,450	122,587.56	13,620.84	.00	40,862.44	75.0%
51030	RETIREMENT ENHANCEMENT PLAN	49,541	49,541	16,397.35	2,537.10	.00	33,143.65	33.1%
51160	CITY PAID EMPLOYEE BENEFITS	311,333	333,479	182,678.80	17,463.74	.00	150,800.20	54.8%
51210	RETIREE HEALTH INS PLAN	6,784	6,784	6,579.39	2,190.35	.00	204.61	97.0%
51300	WORKERS COMPENSATION	40,729	40,729	30,546.72	3,394.08	.00	10,182.28	75.0%
51400	AUTO ALLOWANCE	2,625	2,625	.00	.00	.00	2,625.00	.0%
52000	POSTAGE	275,256	275,256	184,063.72	23,935.28	64,140.45	27,051.83	90.2%
52200	SUBSCRIPTIONS & PUBLS	24,000	24,000	7,302.64	.00	.00	16,697.36	30.4%
52310	TRAINING-WORKSHOP-MTGS	1,000	1,000	.00	.00	.00	1,000.00	.0%
52330	EDUCATION REIMBURSEMENT	2,000	2,000	1,000.00	.00	.00	1,000.00	50.0%
52620	SUPPLIES OTHER	165	165	.00	.00	.00	165.00	.0%
52900	MISC SUPPLIES	6,000	6,000	2,989.77	272.85	3,782.43	-772.20	112.9%
53010	SERVICES PRINTING BINDING	74,258	74,258	43,645.58	5,633.03	20,155.24	10,457.18	85.9%
53020	INTERNAL PHOTOCOPING COSTS	4,815	4,815	2,201.30	162.20	55.90	2,557.80	46.9%
53200	PROF SERVICES - OTHER	68,959	68,959	34,807.06	9,928.61	41,187.07	-7,035.13	110.2%
53500	BANK CHARGES	438,164	438,164	233,529.15	33,511.07	155,087.59	49,547.26	88.7%
54080	TELEPHONE CHGS	551	551	366.45	101.65	.00	184.55	66.5%
55020	EQUIPMENT MAINTENANCE	52,662	52,662	.00	.00	.00	52,662.00	.0%
57300	LEASE PMT CAP GROWTH FEES	28,820	28,820	5,536.08	.00	.00	23,283.92	19.2%
59200	IT & DATA PROCESSING CHGS	149,542	149,542	112,156.47	12,461.83	.00	37,385.53	75.0%
59300	LIABILITY INSURANCE CHGS	70,318	70,318	52,738.47	5,859.83	.00	17,579.53	75.0%
59400	TELEPHONE CHGS HIPC	24,358	24,358	18,268.47	2,029.83	.00	6,089.53	75.0%
59600	INDIRECT PRORATED CST CHG	139,822	139,822	104,866.56	11,651.84	.00	34,955.44	75.0%
59700	FACILITY CHG MAINTENANCE	56,809	56,809	42,606.72	4,734.08	.00	14,202.28	75.0%
TOTAL CUSTOMER BILLING OPS ISF		3,069,604	3,069,604	1,851,547.33	228,037.21	284,408.68	933,647.99	69.6%

731 INFORMATION TECHNOLOGY ISF

50000	SALARIES - REGULAR	4,943,950	4,943,950	2,394,770.38	271,935.13	.00	2,549,179.62	48.4%
50100	SALARIES - TEMPORARY	65,420	65,420	34,058.50	2,070.00	.00	31,361.50	52.1%
50168	LEAVE BANK CASH OUT	114,205	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	54,666	54,666	75,239.77	8,163.50	.00	-20,573.77	137.6%
50400	VAC SICK COMP BUYBACK	0	0	20,370.60	6,602.17	.00	-20,370.60	100.0%
51000	CALPERS PENSION NORMAL COST	499,339	499,339	238,660.13	27,258.25	.00	260,678.87	47.8%
51010	CALPERS PENSION UAL	512,496	512,496	384,372.09	42,708.01	.00	128,123.91	75.0%
51030	RETIREMENT ENHANCEMENT PLAN	107,638	107,638	87,220.81	12,012.22	.00	20,417.19	81.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51160 CITY PAID EMPLOYEE BENEFITS	1,104,425	1,218,630	541,891.43	51,831.54	.00	676,738.57	44.5%
51210 RETIREE HEALTH INS PLAN	13,568	13,568	14,305.07	2,799.84	.00	-737.07	105.4%
51300 WORKERS COMPENSATION	192,947	192,947	144,710.28	16,078.92	.00	48,236.72	75.0%
51400 AUTO ALLOWANCE	4,200	4,200	2,980.41	323.08	.00	1,219.59	71.0%
52000 POSTAGE	0	0	2.07	2.07	.00	-2.07	100.0%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	327.96	.00	.00	29,672.04	1.1%
52320 MILEAGE REIMBURSEMENTS	-1	-1	.00	.00	.00	-1.00	.0%
52340 MEMBERSHIPS	0	0	1,000.00	.00	.00	-1,000.00	100.0%
52400 MINOR EQUIPMENT	1,244,503	1,244,503	178,304.64	31,678.66	957,503.75	108,694.61	91.3%
52900 MISC SUPPLIES	227,000	227,000	23,262.64	839.08	16,112.13	187,625.23	17.3%
53000 SOFTWARE EXPENSE	0	0	67,067.42	.00	8,103.11	-75,170.53	100.0%
53001 SOFTWARE SUBSCRIPTION	4,692,030	4,692,030	2,978,653.96	343,551.37	761,275.87	952,100.17	79.7%
53020 INTERNAL PHOTOCOPING COSTS	18,746	18,746	1,453.68	.00	.00	17,292.32	7.8%
53200 PROF SERVICES - OTHER	3,717,844	3,717,844	1,460,314.39	193,628.60	1,144,338.35	1,113,191.26	70.1%
53290 OUTSIDE SERVICES	0	0	112,102.87	.00	842,859.38	-954,962.25	100.0%
54070 INTERNET CHARGES	123,540	123,540	96,629.05	13,187.01	43,200.00	-16,289.05	113.2%
54080 TELEPHONE CHGS	615,300	615,300	276,451.95	2,897.02	7,570.96	331,277.09	46.2%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	437,944.80	-437,944.80	100.0%
57000 RENTALS & LEASES	0	0	15,827.94	1,758.66	5,275.98	-21,103.92	100.0%
59300 LIABILITY INSURANCE CHGS	333,121	333,121	249,840.81	27,760.09	.00	83,280.19	75.0%
59500 FLEET EQUIP MAINT ISF CHG	2,472	2,472	2,803.47	314.77	.00	-331.47	113.4%
59600 INDIRECT PRORATED CST CHG	308,582	308,582	231,436.44	25,715.16	.00	77,145.56	75.0%
59700 FACILITY CHG MAINTENANCE	181,596	181,596	136,197.00	15,133.00	.00	45,399.00	75.0%
59800 TRANSFERS OUT - CIP	0	289,103	.00	.00	.00	289,103.36	.0%
59900 TRANSFERS OUT - DEBT	73,701	73,701	73,700.20	36,850.10	.00	.80	100.0%
TOTAL INFORMATION TECHNOLOGY ISF	19,181,288	19,470,391	9,843,955.96	1,135,098.25	4,224,184.33	5,402,251.07	72.3%

732 IT CAPITAL

53200 PROF SERVICES - OTHER	0	189,270	.00	.00	.00	189,270.00	.0%
56030 CAPEX - VEHICLES	0	42,155	.00	.00	.00	42,154.70	.0%
56050 CAPEX - INFRASTRUCTURE	0	99,833	.00	.00	.00	99,833.36	.0%
TOTAL IT CAPITAL	0	331,258	.00	.00	.00	331,258.06	.0%

735 FACILITIES MAINTENANCE ISF

50000 SALARIES - REGULAR	2,580,731	2,555,769	1,696,001.82	189,913.24	.00	859,767.18	66.4%
50100 SALARIES - TEMPORARY	32,000	48,410	.00	.00	.00	48,410.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50168 LEAVE BANK CASH OUT	59,615	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	35,000	55,000	53,992.38	4,721.71	.00	1,007.62	98.2%
50400 VAC SICK COMP BUYBACK	0	0	14,958.95	5,073.58	.00	-14,958.95	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	5,976.60	3,441.07	.00	-5,976.60	100.0%
51000 CALPERS PENSION NORMAL COST	260,654	258,132	168,886.42	18,881.71	.00	89,245.58	65.4%
51010 CALPERS PENSION UAL	437,328	437,328	327,996.00	36,444.00	.00	109,332.00	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	282,580	282,580	201,465.97	21,918.67	.00	81,114.03	71.3%
51160 CITY PAID EMPLOYEE BENEFITS	797,374	848,063	527,274.04	52,965.65	.00	320,788.96	62.2%
51210 RETIREE HEALTH INS PLAN	22,203	22,203	17,439.53	3,732.77	.00	4,763.47	78.5%
51300 WORKERS COMPENSATION	201,497	201,497	151,122.78	16,791.42	.00	50,374.22	75.0%
51400 AUTO ALLOWANCE	210	210	148.97	16.16	.00	61.03	70.9%
52300 UNIFORMS	11,200	11,200	550.71	.00	15,349.29	-4,700.00	142.0%
52310 TRAINING-WORKSHOP-MTGS	299	7,499	7,803.15	.00	816.85	-1,121.00	114.9%
52340 MEMBERSHIPS	0	835	835.32	.00	.00	.00	100.0%
52400 MINOR EQUIPMENT	405,116	405,116	157,369.50	11,201.16	159,466.78	88,279.72	78.2%
52600 SUPPLIES CUSTODIAL	80,000	80,000	49,093.47	12,756.42	28,345.80	2,560.73	96.8%
52610 SUPPLIES SAFETY	5,800	5,800	1,795.12	.00	2,604.88	1,400.00	75.9%
52900 MISC SUPPLIES	2,000	2,000	805.63	534.70	2,584.02	-1,389.65	169.5%
53020 INTERNAL PHOTOCOPING COSTS	750	750	2,936.36	.00	.00	-2,186.36	391.5%
53200 PROF SERVICES - OTHER	1,189,000	1,007,768	498,765.52	25,244.11	439,969.00	69,033.29	93.1%
54010 UTILITY EXPENSE-ELECTRIC	770,487	908,685	594,449.31	47,609.99	.00	314,235.69	65.4%
54020 UTILITY EXPENSE - GAS	65,945	65,945	50,401.94	9,767.53	.00	15,543.06	76.4%
54030 UTILITY EXPENSE- WASTEWATER	11,851	21,851	12,738.96	1,024.38	.00	9,112.04	58.3%
54040 UTILITY EXPENSE WATER	31,190	61,649	38,558.61	3,359.53	.00	23,090.39	62.5%
54050 UTIL EXP REFUSE AND DISPOSE	87,000	87,000	52,207.10	4,222.60	.00	34,792.90	60.0%
54080 TELEPHONE CHGS	20,487	20,487	16,202.58	3,282.80	.00	4,284.42	79.1%
56040 CAPEX - MACHINERY/EQUIP	0	15,000	.00	.00	.00	15,000.00	.0%
57000 RENTALS & LEASES	86,000	259,197	170,098.71	12,901.86	88,723.73	374.43	99.9%
57110 TAXES AND FILING FEES	6,000	6,000	5,973.00	.00	.00	27.00	99.6%
59200 IT & DATA PROCESSING CHGS	400,117	400,117	300,087.72	33,343.08	.00	100,029.28	75.0%
59300 LIABILITY INSURANCE CHGS	174,870	174,870	131,152.50	14,572.50	.00	43,717.50	75.0%
59400 TELEPHONE CHGS HIPC	25,233	25,233	18,924.75	2,102.75	.00	6,308.25	75.0%
59500 FLEET EQUIP MAINT ISF CHG	91,146	91,146	44,501.56	4,580.32	.00	46,644.44	48.8%
59600 INDIRECT PRORATED CST CHG	291,784	291,784	218,837.97	24,315.33	.00	72,946.03	75.0%
TOTAL FACILITIES MAINTENANCE ISF	8,465,467	8,659,124	5,539,352.95	564,719.04	737,860.35	2,381,910.70	72.5%
741 FLEET SERVICES ISF							
50000 SALARIES - REGULAR	1,194,675	1,194,675	870,260.19	96,203.17	.00	324,414.81	72.8%
50100 SALARIES - TEMPORARY	20,000	20,000	1,867.36	.00	.00	18,132.64	9.3%
50168 LEAVE BANK CASH OUT	27,597	0	.00	.00	.00	.00	.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSE- MARCH 2025

FOR 2025 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50200 OVERTIME WAGES	25,000	25,000	24,609.54	2,594.49	.00	390.46	98.4%
50400 VAC SICK COMP BUYBACK	0	0	7,677.91	2,489.45	.00	-7,677.91	100.0%
51000 CALPERS PENSION NORMAL COST	120,662	120,662	86,691.89	9,541.25	.00	33,970.11	71.8%
51010 CALPERS PENSION UAL	179,983	179,983	134,987.22	14,998.58	.00	44,995.78	75.0%
51030 RETIREMENT ENHANCEMENT PLAN	105,307	105,307	70,509.13	9,279.30	.00	34,797.87	67.0%
51160 CITY PAID EMPLOYEE BENEFITS	293,564	321,161	219,621.02	21,478.12	.00	101,539.98	68.4%
51210 RETIREE HEALTH INS PLAN	20,969	20,969	15,641.08	3,199.90	.00	5,327.92	74.6%
51300 WORKERS COMPENSATION	83,579	83,579	62,684.28	6,964.92	.00	20,894.72	75.0%
51400 AUTO ALLOWANCE	210	210	149.03	16.16	.00	60.97	71.0%
51420 TOOL AND EQUIPMENT ALLOWANCE	6,150	6,150	6,150.00	.00	.00	.00	100.0%
52000 POSTAGE	200	200	108.41	.00	.00	91.59	54.2%
52110 REPAIR PARTS	1,260,000	1,260,000	729,953.33	89,312.02	408,878.76	121,167.91	90.4%
52300 UNIFORMS	36,000	36,000	16,009.05	2,432.36	16,750.02	3,240.93	91.0%
52310 TRAINING-WORKSHOP-MTGS	27,000	27,000	16,060.41	4,296.06	1,892.65	9,046.94	66.5%
52330 EDUCATION REIMBURSEMENT	0	0	90.00	.00	.00	-90.00	100.0%
52400 MINOR EQUIPMENT	30,000	30,000	3,889.61	2,762.84	16,210.39	9,900.00	67.0%
52610 SUPPLIES SAFETY	0	0	2,030.66	.00	3,919.54	-5,950.20	100.0%
52900 MISC SUPPLIES	27,800	27,800	17,316.02	3,296.52	25,187.16	-14,703.18	152.9%
53000 SOFTWARE EXPENSE	40,000	40,000	48,937.95	.00	.00	-8,937.95	122.3%
53020 INTERNAL PHOTOCOPYING COSTS	3,000	3,000	1,016.17	.00	.00	1,983.83	33.9%
53200 PROF SERVICES - OTHER	543,079	543,079	285,829.89	30,782.85	156,323.12	100,925.99	81.4%
54080 TELEPHONE CHGS	4,997	4,997	4,218.18	894.60	.00	778.82	84.4%
54090 UNLEADED FUEL	1,400,000	1,400,000	802,917.41	102,587.78	536,409.39	60,673.20	95.7%
54091 COMPRESSED NATURAL GAS	576,000	576,000	388,021.73	46,234.95	325,280.22	-137,301.95	123.8%
54092 DIESEL FUEL	1,700,000	1,700,000	809,255.48	101,838.46	451,036.46	439,708.06	74.1%
55020 EQUIPMENT MAINTENANCE	18,000	18,000	16,864.55	4,776.33	13,435.45	-12,300.00	168.3%
55030 VEHICLE MAINTENANCE	753,030	753,030	426,935.11	14,919.13	284,151.04	41,943.85	94.4%
55040 LUBRICANT	90,370	90,370	97,555.50	20,561.12	22,444.50	-29,630.00	132.8%
55050 TIRES	381,660	381,660	222,948.39	21,044.05	160,748.64	-2,037.03	100.5%
56040 CAPEX - MACHINERY/EQUIP	23,000	23,000	29,111.44	.00	.00	-6,111.44	126.6%
57110 TAXES AND FILING FEES	9,000	9,000	5,734.05	.00	.00	3,265.95	63.7%
59200 IT & DATA PROCESSING CHGS	164,669	164,669	123,501.78	13,722.42	.00	41,167.22	75.0%
59300 LIABILITY INSURANCE CHGS	78,754	78,754	59,065.47	6,562.83	.00	19,688.53	75.0%
59400 TELEPHONE CHGS HIPC	7,934	7,934	5,950.53	661.17	.00	1,983.47	75.0%
59500 FLEET EQUIP MAINT ISF CHG	0	0	2,983.64	.00	.00	-2,983.64	100.0%
59600 INDIRECT PRORATED CST CHG	339,971	339,971	254,978.28	28,330.92	.00	84,992.72	75.0%
59700 FACILITY CHG MAINTENANCE	420,363	420,363	315,272.25	35,030.25	.00	105,090.75	75.0%
60200 CAPITAL ASSET OFFSET	0	0	-23,911.52	5,199.92	.00	23,911.52	100.0%
60400 DEPRECIATION EXPENSE	0	0	385.18	385.18	.00	-385.18	100.0%
TOTAL FLEET SERVICES ISF	10,012,523	10,012,523	6,163,877.60	702,397.10	2,422,667.34	1,425,978.06	85.8%

742 FLEET REPLACEMENT FUND

YEAR-TO-DATE BUDGET REPORT
EXPENSE- MARCH 2025

FOR 2025 09

742	FLEET REPLACEMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56040	CAPEX - MACHINERY/EQUIP	0	572,042	.00	.00	.00	572,042.15	.0%
57000	RENTALS & LEASES	0	0	24,585.12	2,731.68	8,411.52	-32,996.64	100.0%
59800	TRANSFERS OUT - CIP	0	15,389	.00	.00	.00	15,389.00	.0%
	TOTAL FLEET REPLACEMENT FUND	0	587,431	24,585.12	2,731.68	8,411.52	554,434.51	5.6%
801 COFA DEBT SERVICE FUND								
57500	PRINCIPAL PAYMENTS	5,295,698	5,295,698	783,883.76	.00	.00	4,511,814.24	14.8%
57510	INTEREST & PENALTIES EXPENSE	2,441,290	2,441,290	1,228,442.06	.00	.00	1,212,847.94	50.3%
	TOTAL COFA DEBT SERVICE FUND	7,736,988	7,736,988	2,012,325.82	.00	.00	5,724,662.18	26.0%
850 RIVERPARK JPA FUND								
53200	PROF SERVICES - OTHER	0	191,094	.00	.00	.00	191,094.00	.0%
56020	CAPEX - IMPRV OTH. THN BLDGS	0	671,098	86,364.13	.00	.00	584,734.14	12.9%
59000	TRANSFERS OUT (LABOR)	0	0	5,362.94	.00	.00	-5,362.94	100.0%
	TOTAL RIVERPARK JPA FUND	0	862,192	91,727.07	.00	.00	770,465.20	10.6%
991 GOVERNMENTAL CAPITAL ASSETS FD								
53600	HOUSING ASSIST LOAN GRANT	0	0	-1,327,704.72	.00	.00	1,327,704.72	100.0%
60200	CAPITAL ASSET OFFSET	0	0	-1,338,296.50	-816,632.99	.00	1,338,296.50	100.0%
60210	CAPITAL ASSET OFFSET - CIP	0	0	42,146.84	42,146.84	.00	-42,146.84	100.0%
	TOTAL GOVERNMENTAL CAPITAL ASSETS	0	0	-2,623,854.38	-774,486.15	.00	2,623,854.38	100.0%
996 GOVERNMENTAL DEBT SERVICE FUND								
57510	INTEREST & PENALTIES EXPENSE	0	0	-404,287.76	.00	.00	404,287.76	100.0%
60500	DEBT OFFSET	0	0	-2,713,615.55	-384,507.50	.00	2,713,615.55	100.0%
	TOTAL GOVERNMENTAL DEBT SERVICE F	0	0	-3,117,903.31	-384,507.50	.00	3,117,903.31	100.0%
GRAND TOTAL		984,101,305*****	453,203,009.53	52,692,460.95	186,731,313.16	896,491,541.92	41.7%	

** END OF REPORT - Generated by James Costello **

CITY OF OXNARD BALANCE SHEET REPORT

Mar-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'101	'GENERAL FUND	0000	UNDEFINED SUBFUND	'Asset	(5,314,186.67)	98,448,769.90
				'Fund Balance	5,558,120.99	(90,011,164.22)
				'Liability	(243,934.32)	(8,437,605.68)
'104	'HALF CENT SALES TAX - MEAS O	0000	UNDEFINED SUBFUND	'Asset	(80,913.49)	27,969,829.10
				'Fund Balance	82,566.34	(27,415,676.18)
				'Liability	(1,652.85)	(554,152.92)
'105	'STREET MAINTENANCE (IUF) FUND	0000	UNDEFINED SUBFUND	'Asset	(46,191.71)	233,267.93
				'Fund Balance	46,191.71	(233,305.85)
				'Liability	0.00	37.92
'114	'STORM WATER MANAGEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	258,295.69	641,523.36
				'Fund Balance	(239,070.80)	(622,509.84)
				'Liability	(19,224.89)	(19,013.52)
'119	'PUBLIC SAFETY RETIREMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(925,504.42)	906,801.22
				'Fund Balance	925,504.42	(907,765.47)
				'Liability	0.00	964.25
'120	'MAINT ASSMNT DIST	2000	SPECIAL DISTRICTS ADMIN	'Asset	(201,795.23)	(1,307,995.70)
				'Fund Balance	204,153.74	1,311,484.03
				'Liability	(2,358.51)	(3,488.33)
		2030	LMD 03 - RIVER RIDGE	'Asset	(1,172.43)	78,188.55
				'Fund Balance	4,786.61	(74,574.37)
				'Liability	(3,614.18)	(3,614.18)
		2100	LMD 10 - COUNTRY CLUB	'Asset	(485.38)	28,687.36
				'Fund Balance	887.93	(28,284.81)
				'Liability	(402.55)	(402.55)
		2110	LMD 11 - ST. TROPAZ	'Asset	(258.88)	(64.63)
				'Fund Balance	258.88	64.63
		2120	LMD 12 - STANDARD PACIFIC	'Asset	(269.62)	36,031.35
				'Fund Balance	976.16	(35,319.36)
				'Liability	(706.54)	(711.99)
		2130	LMD 13 - LE VILLAGE	'Asset	(636.69)	26,462.99

CITY OF OXNARD BALANCE SHEET REPORT

Mar-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2130	LMD 13 - LE VILLAGE	'Fund Balance	1,118.55	(25,981.13)
				'Liability	(481.86)	(481.86)
		2140	LMD 14 - CALIFORNIA COVE	'Asset	(259.36)	51,314.04
				'Fund Balance	1,842.44	(49,730.96)
				'Liability	(1,583.08)	(1,583.08)
		2160	LMD 16 - CALIFORNIA LIGHTHOUSE	'Asset	(151.20)	14,387.92
				'Fund Balance	2,910.96	(11,628.16)
				'Liability	(2,759.76)	(2,759.76)
		2230	LMD 23 - GREYSTONE	'Asset	(380.94)	8,610.74
				'Fund Balance	556.54	(8,115.14)
				'Liability	(175.60)	(495.60)
		2240	LMD 24 - VINEYARDS	'Asset	(279.80)	26,118.75
				'Fund Balance	1,451.21	(24,947.34)
				'Liability	(1,171.41)	(1,171.41)
		2250	LMD 25 - THE POINTE	'Asset	(154.57)	26,083.21
				'Fund Balance	1,542.27	(24,695.51)
				'Liability	(1,387.70)	(1,387.70)
		2270	LMD 27- ROSE ISLAND	'Asset	(212.28)	21,812.70
				'Fund Balance	2,073.46	(19,951.52)
				'Liability	(1,861.18)	(1,861.18)
		2280	LMD 28 - HARBORSIDE	'Asset	(531.74)	75,534.82
				'Fund Balance	4,759.66	(71,306.90)
				'Liability	(4,227.92)	(4,227.92)
		2300	LMD 30 - HAAS AUTOMATION	'Asset	(95.42)	74,507.86
				'Fund Balance	5,256.16	(69,347.12)
				'Liability	(5,160.74)	(5,160.74)
		2310	LMD 31 - RANCHO DE LA ROSA	'Asset	(1,980.34)	69,337.40
				'Fund Balance	6,987.68	(63,982.06)
				'Liability	(5,007.34)	(5,355.34)
		2320	LMD 32 - OAK PARK	'Asset	(299.10)	44,466.31

CITY OF OXNARD BALANCE SHEET REPORT

Mar-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2320	LMD 32 - OAK PARK	'Fund Balance	1,950.09	(42,815.32)
				'Liability	(1,650.99)	(1,650.99)
		2330	LMD 33 - EL PASEO	'Asset	(1,303.63)	58,138.13
				'Fund Balance	3,017.15	(55,352.61)
				'Liability	(1,713.52)	(2,785.52)
		2340	LMD 34 - SUNRISE PT/SUNSET CV	'Asset	(5,029.93)	57,587.59
				'Fund Balance	5,154.98	(53,777.54)
				'Liability	(125.05)	(3,810.05)
		2360	LMD 36 - V ST CRUZ/V CARMEL	'Asset	(4,434.43)	95,237.92
				'Fund Balance	14,990.80	(83,101.55)
				'Liability	(10,556.37)	(12,136.37)
		2370	LMD 37 - PACIFIC BREEZE	'Asset	(158.28)	152,955.81
				'Fund Balance	1,112.46	(152,001.63)
				'Liability	(954.18)	(954.18)
		2380	LMD 38 - ALDEA DEL MAR	'Asset	(3,039.13)	70,521.97
				'Fund Balance	8,360.47	(63,585.63)
				'Liability	(5,321.34)	(6,936.34)
		2390	LMD 39 - EL SUENO PROMESA	'Asset	(2,627.96)	202,163.13
				'Fund Balance	13,607.49	(189,986.40)
				'Liability	(10,979.53)	(12,176.73)
		2391	LMD 39- D.R. HORTON	'Asset	(1,015.30)	10,434.81
				'Fund Balance	4,564.76	(6,472.55)
				'Liability	(3,549.46)	(3,962.26)
		2400	LMD 40 - CANTADA	'Asset	(1,838.48)	108,648.03
				'Fund Balance	3,370.62	(105,726.89)
				'Liability	(1,532.14)	(2,921.14)
		2410	LMD 41 - PACIFIC COVE	'Asset	(1,406.80)	34,558.80
				'Fund Balance	1,420.33	(33,985.27)
				'Liability	(13.53)	(573.53)
		2420	LMD 42 - CANTABRIA/CORONADO	'Asset	(1,255.96)	232,136.24

CITY OF OXNARD BALANCE SHEET REPORT

Mar-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2420	LMD 42 - CANTABRIA/CORONADO	'Fund Balance	13,429.40	(219,962.80)
				'Liability	(12,173.44)	(12,173.44)
		2430	LMD 43 - GREENBELT	'Asset	(16,415.24)	132,933.81
				'Fund Balance	23,175.44	(125,787.09)
				'Liability	(6,760.20)	(7,146.72)
		2460	LMD 46 - DAILY RANCH	'Asset	(1,809.74)	91,273.31
				'Fund Balance	16,058.22	(76,824.83)
				'Liability	(14,248.48)	(14,448.48)
		2470	LMD 47 - SYCAMORE PLACE	'Asset	(758.11)	97,284.39
				'Fund Balance	3,088.85	(94,448.65)
				'Liability	(2,330.74)	(2,835.74)
		2490	LMD 49 - CAMERON RANCH	'Asset	(1,267.20)	(59,431.51)
				'Fund Balance	663.70	59,888.01
				'Liability	603.50	(456.50)
		2500	LMD 50 - PV SENIOR HOUSING	'Asset	(178.01)	40,073.90
				'Fund Balance	919.27	(39,332.64)
				'Liability	(741.26)	(741.26)
		2510	LMD 51 - PFEILER	'Asset	(2,307.99)	202,918.12
				'Fund Balance	11,164.12	(193,156.34)
				'Liability	(8,856.13)	(9,761.78)
		2520	LMD 52 - WINGFIELD	'Asset	(755.94)	238,985.47
				'Fund Balance	697.74	(238,593.67)
				'Liability	58.20	(391.80)
		2530	LMD 53 - HUFF COURT	'Asset	(491.36)	5,908.96
				'Fund Balance	41.36	(5,908.96)
				'Liability	450.00	0.00
		2540	LMD 54 - MEADOWCREST	'Asset	(200.40)	89,065.30
				'Fund Balance	476.78	(88,788.92)
				'Liability	(276.38)	(276.38)
		2550	LMD 55 - WINGFIELD WEST	'Asset	(523.03)	42,058.45

CITY OF OXNARD BALANCE SHEET REPORT

Mar-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2550	LMD 55 - WINGFIELD WEST	'Fund Balance	2,904.69	(39,601.79)
				'Liability	(2,381.66)	(2,456.66)
		2580	LMD 58 - WESTWIND	'Asset	(358.73)	109,034.22
				'Fund Balance	1,216.84	(108,176.11)
				'Liability	(858.11)	(858.11)
		2600	LMD 60 - ARTISAN	'Asset	(156.37)	30,902.73
				'Fund Balance	2,356.08	(28,703.02)
				'Liability	(2,199.71)	(2,199.71)
		3040	LMD 04 - MNDLY BAY/BEACH MAIN	'Asset	(1,126.58)	58,061.03
				'Fund Balance	1,781.15	(57,406.46)
				'Liability	(654.57)	(654.57)
		4010	WATERWAYS 01- MANDALAY BAY	'Asset	(20,279.68)	335,329.94
				'Fund Balance	40,358.10	(304,441.94)
				'Liability	(20,078.42)	(30,888.00)
		4020	WATERWAYS 02- HARBOR ISLAND	'Asset	(6,046.73)	(71,161.60)
				'Fund Balance	2,799.75	71,161.60
				'Liability	3,246.98	0.00
		6020	CFD 02 - WESTPORT	'Asset	(61,732.12)	1,435,860.36
				'Fund Balance	25,058.73	(1,433,971.33)
				'Liability	36,673.39	(1,889.03)
		6040	CFD 04 - SEABRIDGE	'Asset	(75,552.24)	3,808,190.56
				'Fund Balance	44,916.52	(3,805,302.98)
				'Liability	30,635.72	(2,887.58)
		6050	CFD 05 - RIVERPARK	'Asset	(474,598.81)	2,758,653.15
				'Fund Balance	354,233.51	(2,735,111.90)
				'Liability	120,365.30	(23,541.25)
		6060	CFD 09 - NORTHSHORE MANDALAY	'Asset	0.00	513,997.71
				'Fund Balance	0.00	(513,997.71)
		6070	CFD 07- WAGON WHEEL	'Asset	(291.33)	161,146.39
				'Fund Balance	291.33	(161,146.39)

CITY OF OXNARD BALANCE SHEET REPORT

Mar-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST					
		6080	CFD 08 - SAKIOKA FARMS	'Asset	0.00	425,257.61
				'Fund Balance	0.00	(425,257.61)
'181	'STATE GAS TAX FUND	0000	UNDEFINED SUBFUND	'Asset	(28,110.53)	232,223.28
				'Fund Balance	10,642.17	(206,967.14)
				'Liability	17,468.36	(25,256.14)
'182	'TRAFFIC SAFETY FUND	0000	UNDEFINED SUBFUND	'Asset	77,585.10	6,545.16
				'Fund Balance	(77,585.10)	(6,692.69)
				'Liability	0.00	147.53
'185	'ROAD MAINT & REHAB ACT FUND	0000	UNDEFINED SUBFUND	'Asset	393,576.89	3,819,181.75
				'Fund Balance	(384,379.39)	(3,809,984.25)
				'Liability	(9,197.50)	(9,197.50)
'191	'ASSET SEIZURE FUND - FED	0000	UNDEFINED SUBFUND	'Asset	55,353.86	200,321.67
				'Fund Balance	(57,664.02)	(199,951.67)
				'Liability	2,310.16	(370.00)
'192	'ASSET SEIZURE FUND - STATE	0000	UNDEFINED SUBFUND	'Asset	(60,053.76)	217,533.37
				'Fund Balance	71,975.44	(205,262.74)
				'Liability	(11,921.68)	(12,270.63)
'200	'FEDERAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	(73,406.23)	(2,007,481.87)
				'Fund Balance	73,748.23	2,005,022.14
				'Liability	(342.00)	2,459.73
'201	'CDGB FUND	0000	UNDEFINED SUBFUND	'Asset	(232,387.21)	5,981,409.91
				'Fund Balance	319,127.00	(3,164,878.54)
				'Liability	(86,739.79)	(2,816,531.37)
'202	'HOME FUND	0000	UNDEFINED SUBFUND	'Asset	408.75	8,746,341.35
				'Fund Balance	486.25	(55,975.53)
				'Liability	(895.00)	(8,690,365.82)
'203	'EMERGENCY SHELTER FUND	0000	UNDEFINED SUBFUND	'Asset	(14,664.38)	49,276.78
				'Fund Balance	14,664.38	(49,276.78)
'204	'ARPA	0000	UNDEFINED SUBFUND	'Asset	(410,768.45)	3,273,663.18

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'204	'ARPA	0000	UNDEFINED SUBFUND	'Fund Balance	564,880.21	9,626,965.06
				'Liability	(154,111.76)	(12,900,628.24)
'210	'STATE & LOCAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	(3,701,080.75)	9,782,789.63
				'Fund Balance	3,652,559.25	4,589,241.78
				'Liability	48,521.50	(14,372,031.41)
'212	'TRANSPORT DEV ACT (TDA) FUND	9030	TDA ARTICLE 3	'Asset	(8.00)	193,953.78
				'Fund Balance	8.00	(191,847.12)
				'Liability	0.00	(2,106.66)
		9040	TDA ARTICLE 4	'Asset	(81,186.75)	1,856,016.39
				'Fund Balance	59,942.93	(36,062.39)
				'Liability	21,243.82	(1,819,954.00)
		9080	TDA ARTICLE 8A	'Asset	(3,201.83)	21,390.62
				'Fund Balance	3,201.83	(21,390.62)
'220	'STATE HOUSING (LHTFP) GRANT	0000	UNDEFINED SUBFUND	'Asset	(245,886.35)	478,842.51
				'Fund Balance	247,506.35	192,405.53
				'Liability	(1,620.00)	(671,248.04)
'230	'STATE TRAFFIC CONG RELIEF FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	750,405.74
				'Fund Balance	0.00	(750,405.74)
'301	'CAPITAL OUTLAY FUND	0000	UNDEFINED SUBFUND	'Asset	4,310,005.50	3,929,274.22
				'Fund Balance	(5,629,779.89)	(1,933,158.56)
				'Liability	1,319,774.39	(1,996,115.66)
'311	'PEG FEES FUND	0000	UNDEFINED SUBFUND	'Asset	71,224.47	5,336,164.46
				'Fund Balance	(71,224.47)	(5,336,164.46)
'313	'2022 LEASE PURCH EQUIP FUND	0000	UNDEFINED SUBFUND	'Asset	(621,562.33)	770,731.23
				'Fund Balance	621,562.33	(769,091.18)
				'Liability	0.00	(1,640.05)
'314	'2014 LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	19,623.81	1,957,199.79
				'Fund Balance	(19,623.81)	(1,957,199.79)
'315	'2006 TAB HERO/SW/ORMOND FUND	0000	UNDEFINED SUBFUND	'Asset	12,587.79	1,239,559.08

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'315	'2006 TAB HERO/SW/ORMOND FUND	0000	UNDEFINED SUBFUND	'Fund Balance	(12,587.79)	(1,239,559.08)
'316	'2019A LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	0.32
				'Fund Balance	0.00	(0.32)
'320	'LOST PUBLIC SECTOR REV FUND	0000	UNDEFINED SUBFUND	'Asset	(196,963.71)	28,939,867.36
				'Fund Balance	143,574.95	(28,938,301.86)
				'Liability	53,388.76	(1,565.50)
'350	'DEVELOPMENT IMPACT FEES FUND	8010	PARK FEES - QUIMBY RESERVE	'Asset	0.00	(94,965.97)
				'Fund Balance	0.00	94,965.98
				'Liability	0.00	(0.01)
		8020	PARKS DEVELOPMENT FEES	'Asset	8,367.09	2,010,875.76
				'Fund Balance	(8,367.09)	(2,010,875.76)
		8030	STORM DRAIN FACILITY FEE	'Asset	(556.33)	10,916,968.22
				'Fund Balance	556.33	(10,916,968.22)
		8040	CIRCULATION SYS IMPROV FEES	'Asset	(41,601.00)	21,257,051.39
				'Fund Balance	36,856.00	(21,256,922.32)
				'Liability	4,745.00	(129.07)
		8050	CAP GROWTH FEES-RESIDENTIAL	'Asset	(57,954.06)	2,059,704.12
				'Fund Balance	57,407.04	(2,059,704.12)
				'Liability	547.02	0.00
		8055	MOBILITY FEE	'Asset	1,939.01	576,234.08
				'Fund Balance	(1,939.01)	(576,234.08)
		8060	CAP GROWTH FEES-NONRESIDENTIAL	'Asset	(126.50)	2,718,867.21
				'Fund Balance	126.50	(2,718,867.21)
		8070	UTILITY UNDERGROUNDING IN LIEU	'Asset	1,382.53	1,867,369.92
				'Fund Balance	(1,464.00)	(1,867,369.92)
				'Liability	81.47	0.00
		8080	PUBLIC ART PROGRAM FEE	'Asset	(172.73)	1,299,697.46
				'Fund Balance	78.33	(1,299,697.45)
				'Liability	94.40	(0.01)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'350	'DEVELOPMENT IMPACT FEES FUND					
'351	'QUIMBY FUND	8111	QUIMBY FEE - 5 POINTS NORTH	'Asset	0.00	1,356,910.14
				'Fund Balance	0.00	(1,356,910.14)
		8112	QUIMBY FEE - BRYCE CNYN SO	'Asset	0.00	5,015.41
				'Fund Balance	0.00	(5,015.41)
		8113	QUIMBY FEE - CABRILLO	'Asset	0.00	162,714.25
				'Fund Balance	0.00	(162,714.25)
		8114	QUIMBY FEE - CAL-GISLER	'Asset	0.00	1,187.17
				'Fund Balance	0.00	(1,187.17)
		8115	QUIMBY FEE - CARRIAGE SQUARE	'Asset	0.00	431,274.85
				'Fund Balance	0.00	(431,274.85)
		8116	QUIMBY FEE - CYPRESS	'Asset	0.00	40,833.35
				'Fund Balance	0.00	(40,833.35)
		8117	QUIMBY FEE - EAST VILLAGE	'Asset	0.00	713,139.22
				'Fund Balance	0.00	(713,139.22)
		8118	QUIMBY FEE - EL RIO	'Asset	0.00	15,029.35
				'Fund Balance	0.00	(15,029.35)
		8119	QUIMBY FEE - EL RIO WEST	'Asset	0.00	314,641.68
				'Fund Balance	0.00	(314,641.68)
		8120	QUIMBY FEE - FREMONT SOUTH	'Asset	0.00	259,453.01
				'Fund Balance	0.00	(259,453.01)
		8121	QUIMBY FEE - HOBSON PARK EAST	'Asset	0.00	462,368.58
				'Fund Balance	0.00	(462,368.58)
		8122	QUIMBY FEE - LA COLONIA	'Asset	(2,066.25)	79,524.93
				'Fund Balance	2,066.25	(79,524.93)
		8123	QUIMBY FEE - MAR VISTA	'Asset	0.00	532,004.10
				'Fund Balance	0.00	(532,004.10)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'351	'QUIMBY FUND	8124	QUIMBY FEE - MARINA WEST	'Asset	0.00	134,179.93
				'Fund Balance	0.00	(134,179.93)
		8125	QUIMBY FEE - ORCHARD	'Asset	0.00	220,460.44
				'Fund Balance	0.00	(220,460.44)
		8126	QUIMBY FEE - OXNARD DUNES	'Asset	0.00	691,794.33
				'Fund Balance	0.00	(691,794.33)
		8127	QUIMBY FEE - OXNARD SHORES	'Asset	0.00	95,943.71
				'Fund Balance	0.00	(95,943.71)
		8128	QUIMBY FEE - PACIFIC AVE CMCRL	'Asset	0.00	363,874.31
				'Fund Balance	0.00	(363,874.31)
		8129	QUIMBY FEE - RIO LINDO	'Asset	0.00	161,852.20
				'Fund Balance	0.00	(161,852.20)
		8130	QUIMBY FEE - ROSE PARK	'Asset	0.00	1,628.19
				'Fund Balance	0.00	(1,628.19)
		8131	QUIMBY FEE - SEA VIEW ESTATES	'Asset	0.00	2,245,064.79
				'Fund Balance	0.00	(2,245,064.79)
		8132	QUIMBY FEE - SOUTH BANK	'Asset	0.00	56,307.78
				'Fund Balance	0.00	(56,307.78)
		8133	QUIMBY FEE - SOUTHWIND	'Asset	0.00	165,332.09
				'Fund Balance	0.00	(165,332.09)
		8134	QUIMBY FEE - VIA MARINA	'Asset	0.00	1,586,193.69
				'Fund Balance	0.00	(1,586,193.69)
		8135	QUIMBY FEE - WILSON	'Asset	0.00	760,295.62
				'Fund Balance	0.00	(760,295.62)
		8136	QUIMBY FEE - WINDSOR NORTH	'Asset	0.00	36,843.36
				'Fund Balance	0.00	(36,843.36)
'360	'OTH. DEVPT FEES FUND	7010	AIR POLLUTION BUYDOWN FEE	'Asset	(166,137.77)	340,383.33

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'360	'OTH. DEVPT FEES FUND	7010	AIR POLLUTION BUYDOWN FEE	'Fund Balance	166,137.77	(340,383.33)
		7020	CUPA OPERATING PROGRAM	'Asset	(59,139.15)	1,875,246.94
				'Fund Balance	58,750.03	(1,875,154.64)
				'Liability	389.12	(92.30)
		7030	CUPA CAPITAL PROGRAM	'Asset	0.00	454,340.34
				'Fund Balance	0.00	(454,340.34)
		7040	AFFORDABLE RENTAL HOUSING	'Asset	0.00	1,427,941.15
				'Fund Balance	0.00	(127,941.15)
				'Liability	0.00	(1,300,000.00)
		7050	HOUSING IN LIEU - FEES	'Asset	(11,993.56)	15,717,024.05
				'Fund Balance	12,329.59	(2,770,385.08)
				'Liability	(336.03)	(12,946,638.97)
		7060	HOUSING IN LIEU - CITY	'Asset	0.00	1,103,033.07
				'Fund Balance	0.00	(453,033.07)
				'Liability	0.00	(650,000.00)
'420	'HOUSING SUC AGCY FUND	0000	UNDEFINED SUBFUND	'Asset	63,620.51	36,293,595.36
				'Fund Balance	(63,620.51)	(2,731,049.55)
				'Liability	0.00	(33,562,545.81)
'429	'CDC SUCCESSOR AGENCY FUND	0000	UNDEFINED SUBFUND	'Asset	(67,133.02)	10,900,148.32
				'Fund Balance	65,036.83	12,558,694.84
				'Liability	2,096.19	(23,458,843.16)
'481	'DOWNTOWN IMPROVEMENT DISTRICT	0000	UNDEFINED SUBFUND	'Asset	(733.50)	4,453,814.06
				'Fund Balance	733.50	(4,393,814.05)
				'Liability	0.00	(60,000.01)
'500	'BOND ASSESSMENT DISTRICTS	5000	CFD 2000-3	'Asset	39,075.97	6,201,852.58
				'Fund Balance	(451.72)	(2,399,916.19)
				'Liability	(38,624.25)	(3,801,936.39)
		5010	HUENEME RD ASSESS DIST 83-1	'Fund Balance	0.00	(0.42)
				'Liability	0.00	0.42

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'500	'BOND ASSESSMENT DISTRICTS	5020	ROSE/CLARA ASSESS DIST 86-4	'Fund Balance	0.00	(0.18)
				'Liability	0.00	0.18
		5030	ROSE/101 ASSESS DIST 96-1	'Fund Balance	0.00	(0.08)
				'Liability	0.00	0.08
		5040	ROSE AVE/101 IFD	'Fund Balance	0.00	0.43
				'Liability	0.00	(0.43)
		5050	ASSESSMENT DISTRICT 2000-1	'Asset	4,405.48	2,322,655.32
				'Fund Balance	(4,405.48)	(1,187,655.80)
				'Liability	0.00	(1,134,999.52)
		5060	RICE/101 INTER ASSESS DIST	'Asset	64,866.14	6,575,798.09
				'Fund Balance	(2,886.00)	(436,883.66)
				'Liability	(61,980.14)	(6,138,914.43)
		5070	CFD 03-SEABRIDGE BONDED	'Asset	(45.06)	18,815,691.03
				'Fund Balance	45.06	(1,050,690.66)
				'Liability	0.00	(17,765,000.37)
		5080	OXNARD TWIN CENTER CFD 88-1	'Fund Balance	0.00	(0.32)
				'Liability	0.00	0.32
		5100	CFD-01 - WESTPORT BONDED	'Asset	58,970.26	6,144,528.07
				'Fund Balance	(2,501.06)	(563,997.49)
				'Liability	(56,469.20)	(5,580,530.58)
'541	'DEVELOPER/OTHER DEPOSITS FUND	0000	UNDEFINED SUBFUND	'Asset	(121,401.73)	8,857,009.86
				'Fund Balance	102,250.00	(7,291,110.07)
				'Liability	19,151.73	(1,565,899.79)
'542	'PAYROLL CLEARING FUND	0000	UNDEFINED SUBFUND	'Asset	(1,310,558.96)	3,649,221.58
				'Fund Balance	136,082.30	2,509,304.66
				'Liability	1,174,476.66	(6,158,526.24)
'545	'HOUSING AUTHORITY PAYROLL FUND	0000	UNDEFINED SUBFUND	'Asset	(375,735.65)	(309,081.69)
				'Fund Balance	378,563.73	309,025.85
				'Liability	(2,828.08)	55.84

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'551	'OPD PROPERTY ROOM FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	365,748.19
				'Fund Balance	0.00	(279,686.23)
				'Liability	0.00	(86,061.96)
'561	'OXNARD DOWNTOWN MGT DIST FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	174,023.77
				'Fund Balance	0.00	(174,023.58)
				'Liability	0.00	(0.19)
'571	'CONTRIBUTIONS TRUST FUND	0000	UNDEFINED SUBFUND	'Asset	(5,703.97)	2,673,948.51
				'Fund Balance	5,278.97	(2,256,662.08)
				'Liability	425.00	(417,286.43)
'586	'ENHANCED RETIREMENT PLAN FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	116,651,766.91
				'Fund Balance	0.00	(116,651,766.91)
'601	'WATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	9,240,257.82	307,013,507.80
				'Fund Balance	(9,680,878.02)	(125,503,473.11)
				'Liability	440,620.20	(181,510,034.69)
'602	'WATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	624,313.70	1,445,301.60
				'Fund Balance	(303,308.83)	54,405.35
				'Liability	(321,004.87)	(1,499,706.95)
'603	'WATER DEVLPMT IMPACT FEES FUND	0000	UNDEFINED SUBFUND	'Asset	(11,063.96)	20,567,741.99
				'Fund Balance	8,271.96	(20,567,741.99)
				'Liability	2,792.00	0.00
'605	'WATER CAP FACILITY FUND	0000	UNDEFINED SUBFUND	'Asset	1,569.83	1,832,402.39
				'Fund Balance	(1,910.83)	(1,840,696.99)
				'Liability	341.00	8,294.60
'606	'WATER RESOURCE FEE FUND	0000	UNDEFINED SUBFUND	'Asset	(87.33)	2,054,505.62
				'Fund Balance	87.33	(2,054,505.62)
'607	'WATER BONDS/WIFIA LOANS	0000	UNDEFINED SUBFUND	'Asset	0.00	(114,428.25)
				'Fund Balance	0.00	149,428.25
				'Liability	0.00	(35,000.00)
'608	'WATER SECURITY-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	(79,538.93)	406,193.35
				'Fund Balance	69,049.38	361,664.29

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'608	'WATER SECURITY-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Liability	10,489.55	(767,857.64)
'609	'WATER BOND 2021A REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	(10,309,958.00)	2,471,792.56
				'Fund Balance	10,309,958.00	(2,386,991.26)
				'Liability	0.00	(84,801.30)
'611	'WASTEWATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	719,158.73	331,043,504.91
				'Fund Balance	(703,558.40)	(227,889,780.35)
				'Liability	(15,600.33)	(103,153,724.56)
'612	'WASTEWATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	2,724,760.60	1,989,670.86
				'Fund Balance	(2,135,110.36)	1,292,545.06
				'Liability	(589,650.24)	(3,282,215.92)
'613	'WASTEWATER CONNECTION FEE FUND	0000	UNDEFINED SUBFUND	'Asset	25,693.49	17,674,584.12
				'Fund Balance	(25,693.49)	(17,674,584.12)
'617	'WASTEWATER BONDS/SRF LOANS	0000	UNDEFINED SUBFUND	'Asset	(2,182,163.76)	(27,003,509.21)
				'Fund Balance	2,182,163.76	27,003,509.21
'628	'WASTEWATER SEC-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,046,372.75
				'Fund Balance	0.00	(1,046,372.75)
'631	'SOLID WASTE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	1,068,945.18	62,114,620.04
				'Fund Balance	(1,524,863.95)	(15,809,519.92)
				'Liability	455,918.77	(46,305,100.12)
'632	'SOLID WASTE CIP FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	0.00
'634	'SOLID WASTE DEVELOPER FEE FUND	0000	UNDEFINED SUBFUND	'Asset	5,983.02	953,847.90
				'Fund Balance	(5,983.02)	(953,847.90)
'638	'SOLID WASTE SEC - CONT PREV FU	0000	UNDEFINED SUBFUND	'Asset	22.80	1,083,228.17
				'Fund Balance	(22.80)	(1,083,228.17)
'641	'PERFORMING ARTS CENTER FUND	0000	UNDEFINED SUBFUND	'Asset	(50,487.48)	599,906.36
				'Fund Balance	51,023.48	(599,328.66)
				'Liability	(536.00)	(577.70)
'651	'GOLF COURSE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	(423,757.57)	51,109,730.63

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'651	'GOLF COURSE OPERATING FUND	0000	UNDEFINED SUBFUND	'Fund Balance	(126,180.61)	(50,895,535.66)
				'Liability	549,938.18	(214,194.97)
'652	'GOLF COURSE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	842.51	0.00
				'Fund Balance	(842.51)	0.00
'701	'PUBLIC LIAB & PROP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	(165,152.30)	1,315,344.54
				'Fund Balance	165,152.30	6,753,804.35
				'Liability	0.00	(8,069,148.89)
'702	'WORKERS COMP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	461,683.31	24,498,227.89
				'Fund Balance	(460,765.28)	17,105,269.45
				'Liability	(918.03)	(41,603,497.34)
'725	'CUSTOMER BILLING OPS ISF	0000	UNDEFINED SUBFUND	'Asset	(533.26)	2,903,059.98
				'Fund Balance	(24,691.21)	(21,601.83)
				'Liability	25,224.47	(2,881,458.15)
'731	'INFORMATION TECHNOLOGY ISF	0000	UNDEFINED SUBFUND	'Asset	256,898.13	15,579,920.62
				'Fund Balance	(213,529.09)	(7,169,680.56)
				'Liability	(43,369.04)	(8,410,240.06)
'732	'IT CAPITAL	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	0.00
'735	'FACILITIES MAINTENANCE ISF	0000	UNDEFINED SUBFUND	'Asset	127,098.33	5,792,894.41
				'Fund Balance	(137,122.41)	2,124,188.48
				'Liability	10,024.08	(7,917,082.89)
'741	'FLEET SERVICES ISF	0000	UNDEFINED SUBFUND	'Asset	(92,431.83)	1,932,803.95
				'Fund Balance	13,139.62	2,784,215.20
				'Liability	79,292.21	(4,717,019.15)
'742	'FLEET REPLACEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	583,104.79
				'Fund Balance	2,731.68	(580,373.11)
				'Liability	(2,731.68)	(2,731.68)
'801	'COFA DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	138.57	52,908.73
				'Fund Balance	(190,234.12)	(52,908.73)
				'Liability	190,095.55	0.00

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'850	'RIVERPARK JPA FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	820,458.29
				'Fund Balance	0.00	(820,458.29)
'991	'GOVERNMENTAL CAPITAL ASSETS FD	0000	UNDEFINED SUBFUND	'Asset	774,486.15	2,132,970,174.83
				'Fund Balance	(774,486.15)	(1,837,316,205.51)
				'Liability	0.00	(295,653,969.32)
'996	'GOVERNMENTAL DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	19,408,656.21
				'Fund Balance	(384,507.50)	67,751,503.77
				'Liability	384,507.50	(87,160,159.98)
'999	'TREASURY FUND	0000	UNDEFINED SUBFUND	'Asset	(6,340,603.15)	478,808,834.42
				'Liability	6,340,603.15	(478,808,834.42)
(blank)	(blank)	(blank)	(blank)	(blank)		
			#N/A	(blank)		
Grand Total					0.00	(0.00)



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: May 20, 2025

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Resolution Commending Fire Marshal Stephen McNaughten For Twenty-Three Years of Service to the City of Oxnard Fire Department.

RECOMMENDATION

That the City Council adopt a resolution commending Fire Marshal Stephen McNaughten for twenty-three years of service to the City of Oxnard Fire Department.

(This item did not originate in Committee.)

BACKGROUND

Stephen McNaughten began his career with the City of Oxnard Fire Department on September 3, 2001, as a Firefighter. Over the course of more than two decades, he rose through the ranks with distinction, earning the respect of colleagues and the community alike through his professionalism, calm leadership, and steadfast dedication to public service. He was promoted to Fire Engineer in 2005, Fire Inspector in 2006, Fire Captain in 2009, Battalion Chief in 2017, and ultimately assumed the role of Fire Marshal in 2020.

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.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS

1. Resolution McNaughten

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING
FIRE MARSHAL STEPHEN MCNAUGHTEN FOR HIS TWENTY-THREE YEARS OF
SERVICE TO THE CITY OF OXNARD FIRE DEPARTMENT

WHEREAS, Fire Marshal Stephen McNaughten has honorably served the Oxnard Fire Department and the residents of the City of Oxnard for twenty-three years, dedicating his career to public safety, community risk reduction, and fire prevention; and

WHEREAS, over more than two decades of service, Fire Marshal McNaughten rose through the ranks with distinction, earning the respect of his peers and community through his professionalism, steady leadership, and unwavering commitment to duty; and

WHEREAS, in his role as Fire Marshal, he led the Fire Prevention Bureau with vision and integrity, strengthening life safety through modernized code enforcement, fire investigations, community outreach, and oversight of complex development and construction projects; and

WHEREAS, Fire Marshal McNaughten was a trusted voice in the department and throughout the region, known for his collaborative spirit, clear communication, and sound judgment on issues ranging from hazardous materials to public education; and

WHEREAS, his leadership has left a lasting impact—ensuring that Oxnard’s Prevention Bureau is stronger, more professional, and better positioned to meet the growing needs of our City; and

WHEREAS, the City of Oxnard recognizes the significance of this milestone and expresses its deep gratitude to Fire Marshal McNaughten for his outstanding service, leadership, and contribution to the safety and well-being of the community.

NOW, THEREFORE, the City Council of the City of Oxnard commends and congratulates Battalion Chief and Fire Marshal Stephen McNaughten on the occasion of his retirement and extends best wishes for health, happiness, and fulfillment in all future endeavors.

PASSED AND ADOPTED this 20th day of May 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. López, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: May 20, 2025
TO: City Council
FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org
SUBJECT: Adoption of Ordinance No. 3058 Just Cause Evictions and Tenant Protections (Just Cause) Code Amendments.

RECOMMENDATION

That the City Council adopt Ordinance 3058 titled:
ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING SECTIONS 27-3, 27-4 AND 27-10 AND
ADDING SECTION 27-13 TO THE OXNARD CITY CODE PERTAINING TO JUST CAUSE EVICTIONS AND
TENANT PROTECTIONS

(The Community Services, Public Safety, Housing & Development Committee approved the amended recommendation, 3-0 on March 25, 2025.)

BACKGROUND

On April 29, 2025, the Oxnard City Council introduced and waived further reading of an ordinance amending Sections 27-3, 27-4 and 27-10 and adding Section 27-13 to the Oxnard City Code pertaining to Just Cause Evictions and Tenant Protections. On April 29, 2025, the City Council approved the introduction of the ordinance by a 6-1 vote.

If adopted, the ordinance would become effective in thirty days.

STRATEGIC PRIORITIES

This agenda item supports the Quality-of-Life strategy. The purpose of the Quality-of-Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved the amended recommendation, 3-0 on March 25, 2025.

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Ordinance No. 3058
2. April 29, 2025 Staff Report without attachments

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 3058

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3,
27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE
PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION

WHEREAS, the Oxnard City Code (“OCC”) needs to be reviewed and amended periodically to address changes in state law, correct clerical errors, and establish or strengthen regulations; and

WHEREAS, the proposed at-fault just cause amendment in this ordinance is intended to make it clear that an owner can't jump right to a notice to quit in the case of a swapped-out roommate but instead must give a reasonable opportunity to correct; and

WHEREAS, the proposed no-fault just cause amendment in this ordinance is intended to clarify that owners who intend to take back possession and re-occupy a property must complete an affidavit and require it to be served to the tenant at the same time as the termination notice. It also clarifies that the required affidavit must be submitted to the City within five (5) business days of service. Lastly, the amendment clarifies the requirements under the existing ordinance for tenancies that predated our ordinance; and

WHEREAS, the proposed fee established addition in this ordinance is intended to authorize a fee for the administration and enforcement of the Just Cause Eviction ordinance just as there is a fee established for administration and enforcement of the Rent Stabilization ordinance; and

WHEREAS, the City Council desires to enhance the City’s current Rent Stabilization and Just Cause Eviction ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Subdivision (B) of Section 27-3 of the Oxnard City Code is hereby amended to read as follows:

“(B)(1) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(2) A “breach of a material term” shall not include:

(a)1. The obligation to limit occupancy, provided that the additional occupant who joins the tenant of the residential real property thereby exceeding the limits on occupancy set forth in the lease is a dependent under age 18, or a replacement tenant who moved in after an approved tenant vacated the residential real property, so long as the additional replacement tenant does not exceed the limits set forth in the Uniform Housing Code.

2. The owner shall have the right to approve or deny the prospective additional or replacement tenant, who is not a minor dependent child, provided that the owner does not unreasonably withhold approval. If the owner fails to respond to the tenant in writing with a description of the

reasons for the denial of the request within a reasonable time from receipt of the tenant's written request, the tenant's request shall be deemed approved by the owner.

3. Notwithstanding any other provision of this ordinance, and notwithstanding any contrary provision of a rental agreement, an owner shall take no action to terminate a tenancy based on the tenant's sublease of the unit if all of the following conditions are met:

- (i) The original tenant continues to reside in the unit;
- (ii) The sublessee replaces a departed tenant, who had a right to occupy the rental unit under a rental agreement, on a one-for-one basis; and
- (iii) The landlord has unreasonably withheld approval of the new tenant after a request was made by the tenant or, if no such request was made, the owner failed to provide the tenant with a reasonable opportunity to correct the violation."

Part 2. Subdivision (A) of Section 27-4 of the Oxnard City Code is hereby amended to read as follows:

"(A) The intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(1) For leases entered into on or after the effective date of this article, this subsection shall apply only if the tenant agrees, in writing, to the termination; or if a provision of the lease allows the owner to terminate the lease because the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least 24 months, commencing within 90 days of the termination of tenancy as affirmed by the owner in a written affidavit submitted to the city within five (5) business days of serving a tenant with a notice of termination on the affected tenant.

(2) For leases entered into before the effective date of this ordinance, an owner may terminate a tenancy so that the unit may be occupied by the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents without first obtaining the tenant's written permission and without a lease provision expressly providing for such a basis for termination. The owner or qualifying relative must intend in good faith to occupy the real property as their primary residence for a period of at least 24 months, as affirmed by the owner in a written affidavit submitted to the city within five (5) business days of service of the notice on the affected tenant.

(3) The affidavit required by paragraphs (1) and (2) of this subdivision (A) must be on a form provided by the city and must, in addition to being submitted to the City, be provided to the tenant contemporaneously with the termination notice. The affidavit must include the following information.

- (a) A statement that the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, intends in good faith to occupy the unit as to which the tenancy is to be terminated and to reside in that unit as their principal place of residence for a minimum of 24 months, commencing within 90 days of the termination of the tenancy;
- (b) The name, and the relationship to the owner, of the person for whose occupancy in the unit the tenancy is being terminated; and
- (c) The address of the owner or owner's spouse's domestic partner's, child's, grandchild's, parent's, or grandparent's principal place of residence as of the date when the tenant was served the notice of termination."

Part 3. Section 27-10 of the Oxnard City Code is hereby amended to read as follows:

“(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this article. Any regulation intended to clarify the meaning of any provision of this article, or to add substantive (as opposed to merely procedural) details necessary to its implementation, shall not become effective unless approved by resolution of the city council. If approved by the city council, the regulation shall be published in an appropriate location, along with any other regulations implementing this article, on the city's website. Any presentation to the city council pursuant to this subdivision (A) shall include:

- (1) A succinct statement of why the regulation is necessary or desirable;
- (2) A succinct statement of what the regulation would do;
- (3) A succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it relates; and
- (4) The complete text of the proposed regulation.

(B) It is illegal for an owner or representative to retaliate against a tenant for lawfully and peaceably exercising their legal rights, including but not limited to, the right to file a complaint with code compliance. No owner may take any action increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant's use of any remedy provided by this article.

(C) Any provision of a rental housing agreement that purports to waive any provision of this article is void as against public policy.

(D) An owner's failure to comply with any requirement of this article is an affirmative defense in an unlawful detainer or other action brought by the owner to recover possession of the rental unit.”

Part 4. Section 27-13 is hereby added to Chapter 27 of the Oxnard City Code to read as follows:

“Sec. 27-13. Fee Established

Owners subject to this article shall pay the Just Cause Eviction fee as established by city council resolution. The Just Cause Eviction program fee is to implement and enforce the provisions of this article.”

Part 5. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 6. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 7. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. 3058 was first read on April 29, 2025, and finally adopted on May 20, 2025 2025, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: April 29, 2025

TO: City Council

FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Just Cause Evictions and Tenant Protections (Just Cause) Code Amendments and Resolution Establishing Administrative Regulations to Implement the Rent Stabilization and Just Cause Ordinances. (20 minutes)

RECOMMENDATION

That the City Council:

1. Review and approve the first reading by title only and waive further reading of the proposed ordinance titled: "ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3, 27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION"; and
2. Review and approve the proposed resolution establishing administrative regulations to implement the provisions of the Just Cause Evictions and Tenant Protections Ordinance and Rent Stabilization Ordinance.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zYu6E7mU8AI>

BACKGROUND

On April 13, 2022, City Council approved the Just Cause Evictions and Tenant Protection (Just Cause) and Rent Stabilization Ordinances, which became effective on June 2, 2022. Key elements of the enacted ordinances include the limitation of annual rent increases, for specified properties to 4%, a mandate regarding tenant relocation assistance in cases of no-fault evictions of \$5,000 or two months of rent, whichever is greater, and the authorization for the city to enforce the ordinances through civil citations, misdemeanor prosecutions or civil injunction. Ordinance amendments were passed by City Council on January 25, 2024 and July 30, 2024 to provide additional tenant protections and provide clarifications on the Ordinances.

On March 25, 2025 staff introduced amendments to the Just Cause Ordinance and four administrative regulations applicable to the Just Cause and Rent Stabilization Ordinances to the Community Services, Public Safety, Housing & Development Committee ("Committee"). The intent of the administrative regulations is to provide clarity, while the proposed amendments will close loopholes making it easier for tenants, landlords, and City staff to implement the ordinances.

At this meeting, staff received input from the Committee, public, and various community stakeholders. There were a number of changes discussed to the ordinance and regulations, which are further described below. Based on the feedback received, consensus was reached on the proposed ordinance amendments and three of the four administrative regulations: Registration, Right of First Refusal, and Ellis Act regulations. Staff did not advance the Fair Return Petition regulation, which was referred to as Exhibit B in the March 25th agenda item, to Council at this time. Instead, staff will collaborate

with the community stakeholders to further refine that regulation and will bring it to Committee at a later date.

DISCUSSION

The March 25, 2025 Committee staff report, without attachments, is included as Attachment 7. That staff report provides a summary of the ordinance amendments (Sections 27-3, 27-4, and Section 27-13) and a summary of each of the proposed regulations. That report should be read in conjunction with this staff report.

ORDINANCE AMENDMENTS

During the past two years, staff have observed emerging issues that hinder the effectiveness of the Just Cause Ordinance (Ord. No. 3012). In response, staff recommends strengthening the ordinance by amending Section 27-3 to address termination notices being issued for a change of a tenant and Section 27-4, which addresses when an owner intends to re-occupy a unit as allowed by the ordinance. In addition, the proposed amendments affect Section 27-10(B) and add Section 27-13, which creates consistency between the Rent Stabilization and Just Cause Ordinances related to fees associated with the implementation of the ordinances. The actual fees and methodology of fees for the program are not a part of this Council action.

The proposed ordinance amendments can be found in Attachment 1 (redline) and Attachment 2 (clean).

Ordinance Changes as a result of the Committee:

During the Committee meeting, drafting errors and changes related to providing additional clarity in the proposed ordinance amendments were identified. A redline of the amendments and corrections can be viewed in Attachment 1. The changes since committee are summarized as follows:

Corrections to First Page of the Ordinance:

1. Title section:

Revised as follows: “ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3, 27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE **PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION**”

2. 3rd paragraph:

Revised as follows: “It also clarifies that the required affidavit must be submitted to the City within five (5) **business** days of service.”

3. 5th paragraph:

Revised as follows: “WHEREAS, the City Council desires to enhance the City’s current ~~modify the City’s~~ Rent Stabilization and Just Cause Eviction ordinance.”

4. Part 1. Subdivision (B)(1) of Section 27-3:

Revised as follows: “(B)(1) A breach of a material term of the lease, as described in paragraph (3) of Section 11651 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.”

5. Part 1. Subdivision (B)(2)(a)(1) of Section 27-3:

Revised as follows: "The obligation to limit occupancy, provided that the additional occupant who joins the tenant of the residential real property thereby exceeding the limits on occupancy set forth in the lease is a dependent under age 18, or a replacement tenant who moved in after an approved tenant vacated the residential real property, so long as the additional **replacement tenant** does not exceed the limits set forth in the Uniform Housing Code."

Corrections to Second Page of the Ordinance:

1. Part 2. Subdivision (A)(1) of Section 27-4:

Revised as follows: “Commencing within 90 days of the termination of tenancy as affirmed by the owner in a written affidavit submitted to the city within five (5) **business** days of serving a tenant with a notice of termination on the affected tenant.”

2. Part 2. Subdivision (A)(2) of Section 27-4:

Revised as follows: “As affirmed by the owner in a written affidavit submitted to the city within five (5) **business** days of service of the notice on the affected tenant.

3. Part 2. Subdivision (A)(3)(a) of Section 27-4:

Revised as follows: “(a) A statement that the owner or the owner's spouse, **domestic partner, children, grandchildren, parents, or grandparents**, intends in good faith to occupy the unit as to which the tenancy is to be terminated and to reside in that unit as their principal place of residence for a minimum of 24 months, commencing within 90 days of the termination of the tenancy ~~of the termination~~;

Corrections to Third Page of the Ordinance:

1. Part 3. Section 27-10(A)(3):

Revised as follows: “(3) A succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it relates ~~relations~~; and”

ADMINISTRATIVE REGULATIONS

Oxnard City Code Sections 27-10(A) and 27-28.1 authorize the City Manager to adopt administrative regulations for the Just Cause and Rent Stabilization ordinances to enhance clarity and provide administrative guidance.

The clean version of the administrative regulations (Registration, Right of First Refusal, and Ellis Act) are part of the Resolution (Attachment6).

Three comment letters were received prior to the Committee meeting, with a majority of the comments pertaining to the Fair Return Petition Regulations, which was referred to as Exhibit B in the Committee report (Attachment 8) . Based on those letters, as well as public comments and discussions during the Committee meeting, the Fair Return Petition regulation is not before the Council at this time. As previously mentioned, staff will collaborate with community stakeholders to further refine the Fair Return Petition regulation and return to the Committee at a later date. As such, information concerning this regulation is not a part of the action before the Council on April 29, 2025.

Regulation Changes as a result of the Committee:

During the Committee meeting, drafting errors in the proposed administrative regulation exhibits were identified by public comment which staff have corrected. With the removal of the Fair Return Petition regulation, the lettering of the exhibits has changed since the Committee's review. A redline of the corrections can be viewed in Attachments 3, 4, and 5 and are summarized as follows:

A. Rent Stabilization and Just Cause Evictions and Tenant Protections (Just Cause) Registration Regulation, Exhibit A (Attachment 3)

Corrections to First Page of the Registration Regulation:

1. Regulation 1: Registration, 1.01 Purpose (3)

Revised as follows: “This regulation requires that all rental properties subject to Section 27-29 and/or Section 27-13 be registered with the City.”

2. Regulation 1: Registration, 1.02 Registration Required Section 1.02 (2)(a)(ii)

Revised as follows: “The number of dwelling units, as defined in California Civil Code section 1940(c €), in the property as may be amended from time to time;”

B. Rent Stabilization and Just Cause Evictions and Tenant Protections (Just Cause) Regulations, Right of First Refusal

Regulation, Exhibit B (Attachment 4).

1. The only change to this Exhibit since Committee is relabeling it from Exhibit C to Exhibit B.

C. Just Cause Evictions and Tenant Protections (Just Cause) Regulations, Part 1, Ellis Act Regulations, Exhibit C (Attachment 5)

Correction to Third Page of the Ellis Act Regulation:

1. Since Committee, this Exhibit has been labeled from D to C.

2. Section 1.05 (5)(e)

Revised as follows: “Within ninety (90) days of the date of delivery to the city of the notice of intent to withdraw, the owner shall give written notice to the public entity and the affected tenant(s) of any extension of the date of withdrawal and the new date of withdrawal under paragraph **1.03**.”

STRATEGIC PRIORITIES

This agenda item supports the Quality-of-Life strategy. The purpose of the Quality-of-Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

On March 25, 2025 staff introduced draft amendments to the Just Cause Ordinance and draft administrative regulations for both the Just Cause and Rent Stabilization Ordinances to the Community Services, Public Safety, Housing & Development Committee. Written comments regarding this item were received from the Law Office of Barbara Macri-Ortiz, CAUSE, and Karl Lawson (Attachment 8). A majority of the written comments identified concerns with the Fair Return Petition regulation, as well as drafting errors in the proposed administrative regulation exhibits. Staff made the appropriate corrections which are described in detail within this report.

Based on the public comments and discussions during the meeting the Committee recommended only moving forward only with the Code Amendments and Registration, Right of First Refusal, and Ellis Act administrative regulations. Staff proposed to collaborate with community stakeholders to further refine the Fair Return Petition regulations and return to Committee at a later date. This action will provide staff the needed guidance to move forward on outstanding open cases. The Community Services, Public Safety, Housing & Development Committee approved the amended recommendation, 3-0 on March 25, 2025.

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Attachment 1 - Redline Code Amendments
2. Attachment 2 - Clean Code Amendments
3. Attachment 3 - Redlined Registration Regulations, Exhibit A
4. Attachment 4 - Redlined First Right of Refusal Regulations, Exhibit B
5. Attachment 5 - Redlined Ellis Act Regulations, Exhibit C
6. Attachment 6 - Resolution, with Exhibits A, B, and C
7. Attachment 7 - Committee Staff Report
8. Attachment 8 - Comment Letters
9. Attachment 9 - PowerPoint Presentation



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: May 20, 2025
TO: City Council
FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org
SUBJECT: Adoption of Ordinance No. 3060 Amendment to CalPERS Contract.

RECOMMENDATION

That the City Council adopt Ordinance No. 3060 titled: Ordinance of the City Council of the City of Oxnard Authorizing an Amendment to the Contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Oxnard.

(The City Council approved the first reading of the ordinance by a vote of 7-0 on April 29, 2025.)

BACKGROUND

On April 29, 2025, the Oxnard City Council introduced and waived further reading of an ordinance to approve an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Oxnard. On April 29, 2025, the City Council approved the introduction of the ordinance by a 7-0 vote.

If adopted, the ordinance would become effective in thirty days.

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

According to CalPERS, the new second tier employer rate for new employees entering this tier will be 29.54% and the new employee rate that is paid for by the employee will be 14.75%. The current employer rate for PEPRA employees who will continue to receive this enhanced benefit is 34.10% and the employee contribution is 16.5%.

COMMITTEE OUTCOME

This item did not originate in Committee. This item introduced at the City Council meeting of April 29, 2025.

Prepared by: Steve Naveau, Human Resources Director, Luly Lopez, City Clerk

ATTACHMENTS

1. Ordinance No. 3060

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3060

(UNCODIFIED)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OXNARD

The City Council of the City of Oxnard does ordain as follows:

Part 1. The City Council does hereby approve the "Amendment to Contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Oxnard" (the "Amendment"), which is attached hereto as an "Exhibit" and by this reference made a part hereof.

Part 2. The Mayor of the City of Oxnard is hereby authorized, empowered and directed to execute the Amendment for and on behalf of the City of Oxnard.

Part 3. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3060 was first read on April 29, 2025, and finally adopted on _____, 2025 to become effective thirty days thereafter.

PASSED AND ADOPTED this _____ day of _____, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. McArthur
Mayor

ATTEST:

Lourdes A. López
City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer
City Attorney

4/18/2025

Exhibit A

[CalPERS AMENDMENT TO CONTRACT attachment to Agenda Report]



EXHIBIT

**California
Public Employees' Retirement System**

AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Oxnard**

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1952, and witnessed November 13, 1951, and as amended effective February 5, 1952, March 1, 1957, July 1, 1959, October 1, 1968, September 24, 1972, July 1, 1973, December 28, 1977, December 24, 1978, July 6, 1980, January 4, 1981, September 7, 1983, December 28, 1986, July 12, 1987, April 3, 1988, July 7, 1989, February 2, 1990, August 10, 2000, April 1, 2001, December 28, 2001, January 1, 2005, and February 8, 2008, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective February 8, 2008, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1952, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Public Agency and the Redevelopment Agency of the City of Oxnard and the Housing Authority of the City of Oxnard have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the Redevelopment Agency of the City of Oxnard and the Housing Authority of the City of Oxnard, pursuant to Section 20567.6 of the Government Code. Such merger is effective as of July 12, 1987. Legislation repealed said Section effective January 1, 1988.
 - a. Service performed for the former agencies prior to July 12, 1987, shall be subject to the terms and conditions of the former agencies' contracts as they were in effect at that time. Service performed on and after July 12, 1987, shall be subject to the terms and conditions of this contract.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
11. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21573 (Third Level of 1959 Survivor Benefits) for local police members only.
 - b. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).

- c. Section 21389 (Second Opportunity to Elect 1959 Survivor Benefits). Legislation repealed said Section effective September 27, 1979.
 - d. Section 20965 (Credit for Unused Sick Leave) for local police members only.
 - e. Section 21024 (Military Service Credit as Public Service).
 - f. Section 21430 (Improved Industrial Disability Allowance for Local Safety Members) for local police members hired on or prior to the effective date of this amendment to contract.
 - g. Section 20903 (Two Years Additional Service Credit).
 - h. Section 20042 (One-Year Final Compensation) for classic members only.
 - i. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local miscellaneous members and local fire members only.
 - j. Section 20434 ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code Section 20434).
 - k. Section 20434.5 ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform hazardous materials services as described in Government Code Section 20434.5).
 - l. Section 20475 (Different Level of Benefits): Section 21430 (Improved Industrial Disability Allowance) is not applicable to new second tier local police members entering membership for the first time with this agency in the police classification after the effective date of this amendment to contract.
12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 28, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

14. Public Agency shall also contribute to said Retirement System as follows:
- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF OXNARD

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10

DATE: May 20, 2025
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2025-26.

RECOMMENDATION

That the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2025-26 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

(Public Works and Transportation Committee approved 3-0 on April 22, 2025)

BACKGROUND

In 2017, the Governor approved Senate Bill 1 (SB 1) creating the Local Streets and Roads Program, which included the Road Maintenance and Rehabilitation Account (RMRA). This program provides approximately \$5.4B annually to State and local agency transportation infrastructure projects.

State Reporting Guidelines, as described in Streets and Highways Code 2034(a)(1), require that local jurisdictions provide the California Transportation Commission (CTC) with an annual resolution identifying projects that may utilize RMRA. The Resolution should include the project title, description, location, schedule, and estimated useful life for each project. The resolution must also include projects previously listed that may continue to utilize prior RMRA in Fiscal Year 2025-26. At year-end, the City will submit the annual reporting of expenditures, including additions or omissions to prior project lists, which is allowable through the CTC and State Guidelines.

Since RMRA began, the City has completed resurfacing projects utilizing RMRA. For example, Auto Center Commercial Neighborhood, Vineyard Avenue Resurfacing, Fremont North Resurfacing, Bryce Canyon Resurfacing, Citywide Thin Maintenance Overlay Phase II, Kamala Park and Bartolo Square South, East and West Gonzales Blvd and Hueneme Road have all been completed using RMRA, among other sources of funds.

Capital Improvement Program (CIP) Reference:

Project No. **C2209** – Neighborhood Street Resurfacing CIP 2025-2029 – Adopted June 4, 2024 – Page 114.
Project No. **C2205** - Arterial Street Resurfacing CIP 2025-2029 - Adopted June 4, 2024 - Page 100.

DISCUSSION

Staff recommends that the City Council adopt a Resolution proposing the projects listed below to use RMRA (Fund 185)

funding. These projects include both operational and CIP projects and are anticipated to expend approximately \$5.3M of anticipated new RMRA FY 2025-26 funding, as well as any unspent, previously allocated RMRA funding:

Operational Projects:

- Public Works Road & Signal Maintenance - Provides as-needed ongoing maintenance for all City streets and traffic signal infrastructure by utilizing Public Works Streets Division Staff and Traffic Signal Operations Staff.
- Annual Pavement System Upgrade - Ongoing planning project that uses a pavement management system to identify streets for potential repair and resurfacing. This effort is described in detail below.

CIP Projects:

- Neighborhood Street Resurfacing - CIP Project
- Arterial Street Resurfacing - CIP Project

The Arterial Street and Neighborhood Street Resurfacing projects recommended for RMRA use were selected based on the methodology described below. A Project Map showing the street locations is attached.

The City maintains approximately 1,036 lane miles of streets. Consultants have performed street inspections on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterial roads receiving annual inspections. These are referred to as Rotations A, B, & C.

The City's street resurfacing consultant, Pavement Engineering Inc. (PEI), uses a Pavement Management System (PMS) to assist with tracking inventory, storing work history and furnishing budget estimates to optimize funding for improving the City's pavement system using a software program called StreetSaver. The PMS also helps the City identify candidate streets for potential repair and maintenance and what sort of repair will be necessary. PEI uses a variety of measurements to determine the Pavement Condition Index, or PCI, of each road segment.

These measurements include:

1. How many cracks there are in a mile of pavement
2. How deep and long those cracks are
3. What the crack pattern is
4. What percentage of a road segment displays deficiencies

Crack/deficiency patterns include:

1. Alligator cracking
2. Block cracking
3. Longitudinal cracking
4. Transverse cracking
5. Distortions
6. Utility cuts/patches
7. Rutting/depressions
8. Weathering

The patterns and the percentage of roadway segments affected are entered into StreetSaver and a PCI is generated. Engineers at PEI use that information to determine the most cost-effective repair strategy. PEI will take the cost and the life expectancy of the repair to determine the annual maintenance cost. This is the critical part, allocating the proper resources necessary annually for road maintenance.

Another critical factor is when the roadway should be paved. Incorrectly timed repairs can lead to additional repairs due to deferred maintenance. There is a point on each road segment where the right timing matches up with the appropriate

repair method to create a cost-effective pavement repair. Public Works staff then takes this information and considers how the timing of street repairs matches up with the timing of pipe replacement needs, and how the streets can be grouped in a way that maximizes cost-effectiveness and efficiency. This analysis is used to create the City's Pavement Management Program, which is the method used to select projects to use RMRA funding. Please see the attached staff report from April 2, 2024 (Attachment 4), with additional information about the City's pavement management program, which includes the five-phased PMP maps staff presented to the City Council for reference.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact in approving this item. The recommended action and resolution fulfill State requirements and do not appropriate funds through this item. Actual funding will be requested and appropriated during the budgeting process for FY 2025-26.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 22, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. RMRA Resolution 2025-26
2. RMRA Street List
3. RMRA Project Map 25
4. April 2, 2024 Citywide Pavement Management Program Overview Agenda Report
5. Proposed Construction Projects Phase I - V

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$5.3M in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into our community's transportation priorities (the project list); and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate multiple streets/roads, throughout the City this year and multiple similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an at-risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

Resolution No.
List of Projects for Fiscal Year 2025-26 FUNDED BY SB 1
Page 2

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Oxnard, as follows:

1. The foregoing recitals are true and correct.
2. The following previously proposed and adopted projects may also utilize Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title	Project Description	Project Location	Estimated Project Schedule	Estimated useful life
Neighborhood Street Resurfacing	Street overlay, ADA improvement, concrete work, traffic striping.	Streets are in the following Neighborhoods: Rio West, Cabrillo, Sea Air, Southwind, La Colonia, Rose Park, Five Points Northeast, and Lemonwood/Eastmont	7/25-6/26	15 years
Arterial Street Resurfacing	Street overlay, ADA improvement, concrete work, traffic striping.	Streets include North Ventura Road, South Ventura Road, East Pleasant Valley Road, West Fifth Street, and North Oxnard Boulevard.	7/25-6/26	15 years
Public Works Road & Signal Maintenance	City Staff provide ongoing maintenance to roadways and traffic signals Citywide	All Citywide streets are included in this operational project, which provides as-needed and ongoing maintenance for all City streets and traffic signal infrastructure. City streets and intersections may include Channel Islands Blvd., Fifth Street, Gonzales Road, Oxnard Blvd., Pleasant Valley Road, Rice Avenue, Rose Avenue, Saviers Road, Ventura Road and Wooley Road. The locations identified are subject to	7/25-6/26	7 years

Resolution No.

List of Projects for Fiscal Year 2025-26 FUNDED BY SB 1

Page 3

		change.		
Annual Pavement System Upgrade	Inspection of City Streets, updating the Pavement Management System to develop a Streets Master Plan	All Citywide streets are included in this planning project such as Channel Islands Blvd., Fifth Street, Gonzales Road, Oxnard Blvd., Pleasant Valley Road, Rice Avenue, Rose Avenue, Saviers Road, Ventura Road and Wooley Road. The locations identified are subject to change.	7/25-6/26	3 years

3. The City Council authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED AND ADOPTED this 20th day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

NEIGHBORHOOD STREET RESURFACING – CIP Project

El RioWest Neighborhood

STREET NAME:	FROM:	TO:
LOUISIANA PL	DETROIT DR	CLEVELAND DR
CLEVELAND DR	LOUISIANA PL	IOWA PL
IOWA PL	DETROIT DR	CLEVELAND DR
COLONIA AV	W. STROUBE ST	RIVERPARK BLVD

Cabrillo Neighborhood

STREET NAME:	FROM:	TO:
TOPAZ CT	AMETHYST AV	E END
WAVERLY CT	N END	DORIS AVE
OXFORD DR	ONEIDA PL	DORIS AVE
ONEIDA PL	PATRICIA ST	OXFORD DR
ONEIDA PL	OXFORD DR	ONEIDA CT
NATALIE PL	PATRICIA ST	OXFORD DR
LIONS GATE DR	PATTERSON RD	JOLIET PL
LENNOX CT	CORONADO PL	S END
LILAC WK	EBONY DR	LIONSGATE DR
JOLIET PL	DEVONSHIRE DR	IVANHOE PL
DEVONSHIRE DR	JOLIET PL	VENTURA RD
CORONADO PL	75' N/O DEVONSHIRE AV	DORIS AV
DAFFODIL CT	W END	DAFFODIL WY
DAFFODIL WY	LILAC WK	DORIS AV
IVANHOE AVE	EBONY DR	OXFORD DR
KENSINGTON LN	CORONADO PL	PADDINGTON PL
KENT CT	NOTTINGHAM DR	W. END

Lemonwood Eastmont Neighborhood

STREET NAME:	FROM:	TO:
EL DORADO AV	EMERSON AVE	JOYCE PL
BYRD DR	IVES AVE	KENNEDY PL
KENNEDY PL	BYRD DR	CHURCHILL DR
JOYCE PL	KEPLER DR	E END
IVES AV	ROSE AVE	CARNEGIE ST
HANCOCK PL	KEPLER DR	EL DORADO AV
GERSHWIN PL	KEPLER DR	E END
EL DORADO AV	SAN MATEO ST	CHANNEL ISLAND BL
DICKINSON PL	KEPLER DR	E END
CHURCHILL DR	IVES AVE	KENNEDY PL
ALEXANDER ST	EMERSON AVE	SAN MATEO PL
ALEXANDER ST	SAN MATEO PL	NAPOLEON AVE

Five Points Northeast Neighborhood

STREET NAME:	FROM:	TO:
WAREHOUSE AVE	FACTORY LN	COMMERICAL AVE
META ST	FIFTH ST	SEVENTH ST
FACTORY LN	WAREHOUSE AVE	WOOLEY RD
DRIFFILL BL	OXNARD BL	E END / ROYAL PALM GATE
DONLON AVE	DRIFFILL BL	WOOLEY RD
6TH ST	OXNARD BL	E/O META ST ALLEY
4TH ST	OXNARD BL	META ST
BONITA AVE	THIRD ST	S END
INDUSTRIAL AVE	WOOLEY RD	S END
WOOLEY SVC RD	DONLON AVE - ALLEY	FACTORY LN

Sea Air Neighborhood

STREET NAME:	FROM:	TO:
WALES DR	NINTH ST	OUTSAIL LN
TAFFRAIL LN	DEVILFISH DR	STERN LN
STERN CT	STERN LN	S END
STERN LN	DEVILFISH DR	NOVATO DR
RAFT LN	143' S/O NEW HAVEN PL	OARFISH LN
RAFT LN	TAFFRAIL LN	DEVILFISH DR
RIALTO ST	NINTH ST	WOOLEY RD
RIALTO ST	EIGHTH ST	NINTH ST
RIALTO ST	SEVENTH ST	EIGHTH ST
PLATFORM PL	OUTSAIL LN	ESCALON DR
OUTSAIL LN	W END	ESCALON DR
OARFISH CT	N END	OARFISH LN
KELP ST	DEVILFISH DR	TAFFRAIL LN
DEVILFISH DR	OARFISH LN	STERN LN
CUTTER DR	STERN LN	WOOLEY RD
8TH ST	RIALTO ST	E END (GATE)
ESCALON DR	OUTSAIL LN	75' N/O PLATFORM PL

Pleasant Valley Village Neighborhood

STREET NAME:	FROM:	TO:
B ST	BRUCKER ST	ROSA ST
SONOMA WAY	J ST	F ST
F ST	BARD RD	SONOMA WAY
EVERGREEN LN	W CITY LIMIT	J ST

Southwinds Neighborhood

STREET NAME:	FROM:	TO:
CARLISLE CT	COURTLAND ST	E END
COURTLAND ST	CANTERBURY WAY	165' N/O CUESTA DEL MAR DR

COURTLAND ST
CAMPBELL WY
CANTERBURY WY
CANTERBURY WY
C ST SB
ROLAND WY
FAIRBOURNE PL
CLARK CT

165' N/O CUESTA DEL MAR DR
PERKINS RD
CAMPBELL WY
COURTLAND ST
PLEASANT VALLEY RD
CLARA ST
50' W/O DICKENS DR
COURTLAND ST

HUENEME RD
CHARLES ST
COURTLAND ST
CHARLES ST
CANTERBURY WY
CUESTA DEL MAR
COURTLAND ST
E END

Rose Park Neighborhood

STREET NAME:

SANTA LUCIA AV
SAN GORGONIO AV
LA PUERTA AV
GIBRALTAR ST
VEGAS DR
KOHALA ST

FROM:

ROSE AVE
ROSE AVE
DRISKILL ST
CAMINO DEL SOL
LA PUERTA AVE
CAMINO DEL SOL

TO:

E END
GIBRALTAR ST
E END
SANTA LUCIA AVE
HAAZ WAY
SANTA LUCIA AVE

La Colonia Neighborhood Street

STREET NAME:

COLONIA RD
BONITA AVE
CAMPTON DR
CRAWFORD ST
E SECOND ST
NAVARRO ST
JUANITA AVE
SARITA DR
MORRIS ST
E FIRST ST
HARDING AVE
E FIRST ST
COOPER RD
ANITA AVE
MCKINLEY AVE
ROOSEVELT AVE
GARFIELD AVE
GRANT AVE
HAYES AVE
FELICIA CT
HARRISON AVE
SARITA DR
HAYES AVE

FROM:

N JUANITA AVE
COLONIA RD
E FIRST ST
CAMPTON DR
WILSON AVE
E FIRST ST
COLONIA RD
E SECOND ST
SARITA DR
JUANITA AVE
E FIRST ST
HARRISON AVE
N OXNARD BL
COLONIA RD
COLONIA RD
COLONIA RD
COLONIA RD
COLONIA RD
COLONIA RD
N MARQUITA ST
COLONIA RD
E FIRST ST
300' S/O SECOND ST

TO:

S OXNARD
E THIRD ST
E THIRD ST
SARITA DR
SARITA DR
E THIRD ST
E THIRD ST
CRAWFORD ST
CAMPTON DR
N ROSE AVE
E THIRD ST
JUANITA AVE
JUANITA AVE
COOPER RD
COOPER RD
COOPER RD
COOPER RD
COOPER RD
COOPER RD
N MARQUITA ST
S END
E SECOND ST
THIRD ST

Residential Resurfacing – Phase II – Various Streets

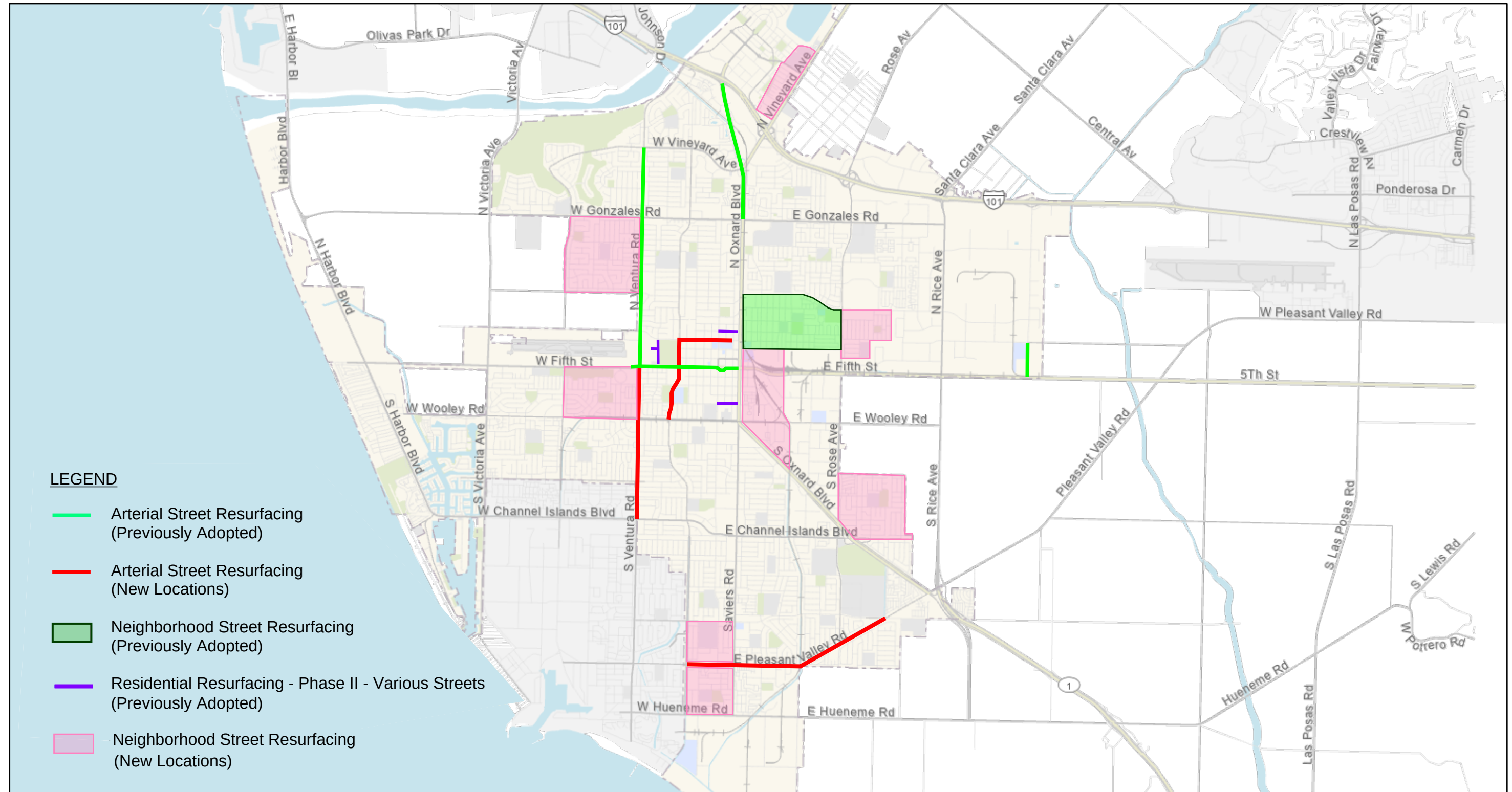
STREET NAME:	FROM:	TO:
NINTH ST	C ST	OXNARD BLVD
1 ST ST	C ST	OXNARD BLVD
K ST	SECOND ST	FIFTH ST
W THIRDST	K ST	WEST END

ARTERIAL STREET RESURFACING – CIP Project

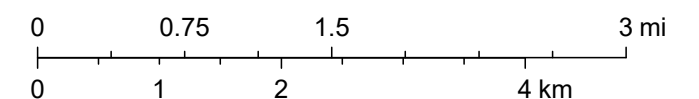
STREET NAME:	FROM:	TO:
OXNARD BLVD	GONZALES RD	TOWN CENTER DR
N VENTURA RD	FIFTH ST	VINEYARD AVE
S VENTURA RD	CHANNEL ISLAND BLVD	FIFTH ST
E FIFTH ST	OXNARD BLVD	VENTURA RD
J ST /HOBSON WAY /H ST	WOOLEY RD	SECOND ST
SECOND ST	H ST	A ST
PLEASANT VALLEY RD	J ST	OLDS RD
DEL NORTE BLVD	FIFTH ST	STURGIS RD

OXNARD RMRA PROJECT LOCATION MAP

Public Works Department - Engineering Division



1:60,000





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.2

DATE: April 2, 2024

TO: City Council

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

SUBJECT: Citywide Pavement Management Program Overview. (20 minutes)

RECOMMENDATION

That the City Council receive and file a report on the Citywide Pavement Management Program Overview.

(Public Works & Transportation Committee approved 3-0 on March 12, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/gJqiE9RCOlq>

BACKGROUND

Oxnard's streets and alleyways are among its most valuable assets, with a present replacement value of approximately \$988.9M. Because of this high value, combined with the need to address continuous pavement wear and degradation, it is imperative to perform corrective and preventive maintenance via a strategic multi-year, multi-phase plan. This plan is implemented through individual construction projects utilizing a "toolbox" of paving methods. Such treatments generally include removal and replacement (R&R), cold milling with asphalt concrete (A/C) overlays, portland cement concrete (PCC) patching and reconstruction, and sealing (crack, slurry, cape, and micro-surfacing). Seals are typically seen as preventive maintenance (also commonly termed pavement preservation) techniques, as they do not add structural capacity to the existing pavement.

The City currently owns and maintains approximately 440.5 total centerline miles across all functional street classifications, as follows:

- Arterial and Collector – 128.6 centerline miles
- Residential – 246.8 lane miles centerline miles
- Alley – 65.1 centerline miles

This equates to a total of 95,450,658 square feet of pavement in the City's network, as calculated by the City's pavement management software, StreetSaver. This application, sourced from and managed by the Metropolitan Transportation Commission (MTC), is a planning tool used to monitor, analyze, and forecast Oxnard's overall Pavement Management Program (PMP) and is critical to establishing a proper, phased multi-year paving cycle. Projections and computations regarding change in pavement condition versus annual funding investment are typically made over a 10-year span; for budget planning and capital project programming purposes, staff develops a phased paving project plan based on a rolling 5-year horizon, termed the Citywide Pavement Management Program.

It should be noted that the current lawsuit against the City filed by Aaron Starr and his political corporation "Moving Oxnard Forward" precludes the use of lease revenue bonds for funding pavement projects. Such bonding, commonly used for high-cost projects like street paving, is a financing mechanism traditionally used by all American cities, counties,

and states, that provide for funding consistency and predictability necessary for the development of a strategic, multi-year paving program. A funding source like this allows for both corrective and preventive paving work to be planned and executed predictably, with the goal of stretching the limited available funding as far as possible.

DISCUSSION

The key pavement health metric used by Oxnard is the Pavement Condition Index (PCI), which provides a snapshot of the pavement health of a road through a surface condition-based visual analysis algorithm. It is reported on a scale of 0 to 100 (0 being worst, 100 best). Oxnard's PCI assessments are made yearly by a contracted pavement engineering consultant. According to the most recent PMP report (utilizing inspections from 2023), the average PCI of the City's entire road network is 67; broken into roadway functional classifications, this equates to PCIs of 73 for Arterials, 69 for Collectors, 68 for Residential, and 29 for Alleys.

The Citywide Pavement Management Program is a planning and project programming roadmap for Oxnard's paving needs over a rolling multi-year horizon, and is further broken down into project phases. Each phase is a collection of street locations that is determined by prioritization (explained below), anticipated budget, grouping of locations for construction efficiency, and other technical factors. The phases are implemented mainly through three discrete projects within the present Capital Improvement Program (CIP). Projects are separated into alleys, residential streets, and arterial streets as discussed in more detail below.

Planning over a multi-year horizon is critical for budgeting resources – both staff and financial. Adopting a capital pavement program allows Engineering staff to schedule projects according to anticipated revenues and staff workload capacity. This also makes the Council's priorities clear to staff as grant opportunities arise that may be applicable to the planned projects.

Being a multi-year funding roadmap, there is flexibility such that new projects or street segments could be added as unforeseen year-to-year circumstances arise such as funding amounts, materials costs, accelerated pavement degradation, etc.

Prioritization

Since there are more needs than funding or staff resources to meet those needs, projects must be prioritized. A further consideration for prioritization is moving the overall pavement condition forward toward "good" (generally considered a PCI value of at least 70) and, once there, maintaining at least that level over time. City staff has developed a methodology for prioritizing and programming paving projects to meet these constraints. Generally, projects are divided into three subcategories, namely residential streets, arterial streets, and alleyways; these generally correspond with the three named paving projects in the CIP. Each subcategory has somewhat different prioritization parameters, as follows:

Project priorities for **residential streets** are determined by:

The average PCI and the number of lane miles are calculated for each neighborhood (Only for poor-condition streets, i.e. PCI<55). High priority is given to neighborhoods with low average Pavement Condition Index (PCI), a high number of lane miles, and a high concentration of pothole repair work.

Project priorities for **arterial** streets are determined by,

Average PCI and Average Daily Traffic (ADT), representing the number of vehicles using the street each day are calculated for each arterial project. High priority is given to arterial streets with low PCI, high ADT, and high number of pothole repairs.

Project priorities for **alleys** are determined by:

Low PCI, high population density, schools, parks, businesses, and the number of potholes repaired.
A high priority is given to alleys with low PCI, high pothole repair count, high population density, and close proximity to schools, parks, and businesses.

A special case exists for the above prioritization system, namely locations where there are aging, buried cast iron pipes that are historically troublesome and prone to failure. These tend to be located in alleyways, and in these places the pipe ideally should be removed and replaced before the paving work occurs. For the present multi-phase paving plan, a number of the project locations (see attachments) for the first two phases recommend the replacement of cast iron pipe ahead of the paving work. To accomplish this, funding will need to be identified and programmed separately for the CIP project titled “Water Distribution: Neighborhood Street Cast Iron Pipe Replacement”.

A high degree of weight will be placed on locations requiring a significant amount of pothole repair work. The City’s pothole repair team is the same staff that does sidewalk repair, curb/gutter repair, street sign maintenance and repair, street striping, right-of-way clean-up, etc. Pothole repair work is temporary, costly, and requires dedicated resources (i.e. staffing and equipment) for little long-term benefit. As such, the more street segments with a high pothole repair need that can be addressed with long-term corrective/preventive paving work, the better the Public Works team can leverage its limited resources. As mentioned above, there are a range of pavement treatments available, and a “mix of fixes” is usually the ideal way to proceed with a given year’s paving project. Staff has determined that, for this present multi-phase plan, the most effective paving budget split will be approximately 80% for rehabilitation (A/C mill-and-overlays, PCC concrete) and 20% for preventive maintenance (also called pavement preservation, such as slurry seals, cape seals, and micro-surfacing). Over time, as the City’s overall PCI goes up, this split will change to reflect less of a “worst first” approach that prioritizes rehabilitation, to one of “keeping good pavements good” that emphasizes maintenance and preservation.

The concept of “mix of fixes” is important to elaborate on since at first glance it may seem counter-intuitive. It is easy to think that the best way to address paving work is to fix the worst street segments (that is, streets with the lowest PCI) first. However, that approach is flawed for two general reasons. First, the degradation of asphalt concrete is not linear. As PCI scores approach around 70-65 or less, asphalt concrete degrades exponentially. Second, the cost to do corrective work such as R&R and mill-and-overlay (generally used when the PCI is less than 65-70) is 6-10 times more than the cost to do preventive/preservation work such as seals and microsurfacing (normally used where the PCI is greater than 70). Said another way, if the worst streets are the only ones done in each phase, then the streets with higher PCIs will continue to degrade untreated down past a PCI of 70, and cost 6-10 times more to fix in the future. Therefore, it’s imperative to maximize the use of pavement preservation techniques in every phase; this approach results in the least-cost per square foot, and stretches the limited amount of funding for maximum benefit. This is why Public Works staff will make recommendations to conduct paving work on several street segments in each phase with higher PCIs than other streets that have lower PCIs.

Pavement Maintenance Program Phasing

A traditional pavement management program (PMP) is separated by fiscal years to include the identification of the total amount of paving work (e.g. street segments) that can be done in each fiscal year with the known or required funding amount. However, with the Aaron Starr lawsuit, bonding is not currently available to Oxnard. The City prevailed in the lawsuit at the trial court level, but Aaron Starr immediately filed an appeal. The appeal process could take a year for the case to be briefed and argued, and for the court to issue a ruling. As such, planning for street paving work must be modified until such time the lawsuit process is complete.

The City’s 2023 pavement management report indicates that \$19.4M dollars (hard construction costs) should be spent each fiscal year to maintain the current PCI. When adding in the soft costs (design, inspection, material testing, etc) the estimated total amount per year is \$23.3M dollars. However, with bond funding unavailable, the long-term planning for pavement rehabilitation and maintenance is hampered. The amount of new annual Gas Tax for CIP paving projects, in addition to the anticipated Measure O funding for alley work, amounts to \$6.25M for next Fiscal Year instead of the \$23.3M per year to maintain the current PCI. Therefore, Public Works has organized the PMP into phases rather than fiscal years. Using a phased approach allows for the flexibility to adjust funding amounts (higher or lower) to avoid unrealistic expectations from the public about when streets will be paved. It should be noted that any funds remaining once current paving construction projects are completed will be carried over to next fiscal year and can be used for Phase 1 work.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact to receive and file this report and provide input. Depending on input and direction from the City Council during the annual Operating and CIP budget process, there are several issues to address. Presently, due to the City's current inability to bond for projects resulting from the Aaron Starr lawsuit, the new funding specifically available for street paving for next Fiscal Year is solely from gas tax and anticipated Measure O revenue in the amount of approximately \$6.25M. With this amount, the City can pave only one residential street project and a few alleyways identified in Phase 1. Should there be an opportunity to provide more funding, additional streets from Phase 1 may be included in this year's project scope.

COMMITTEE OUTCOME

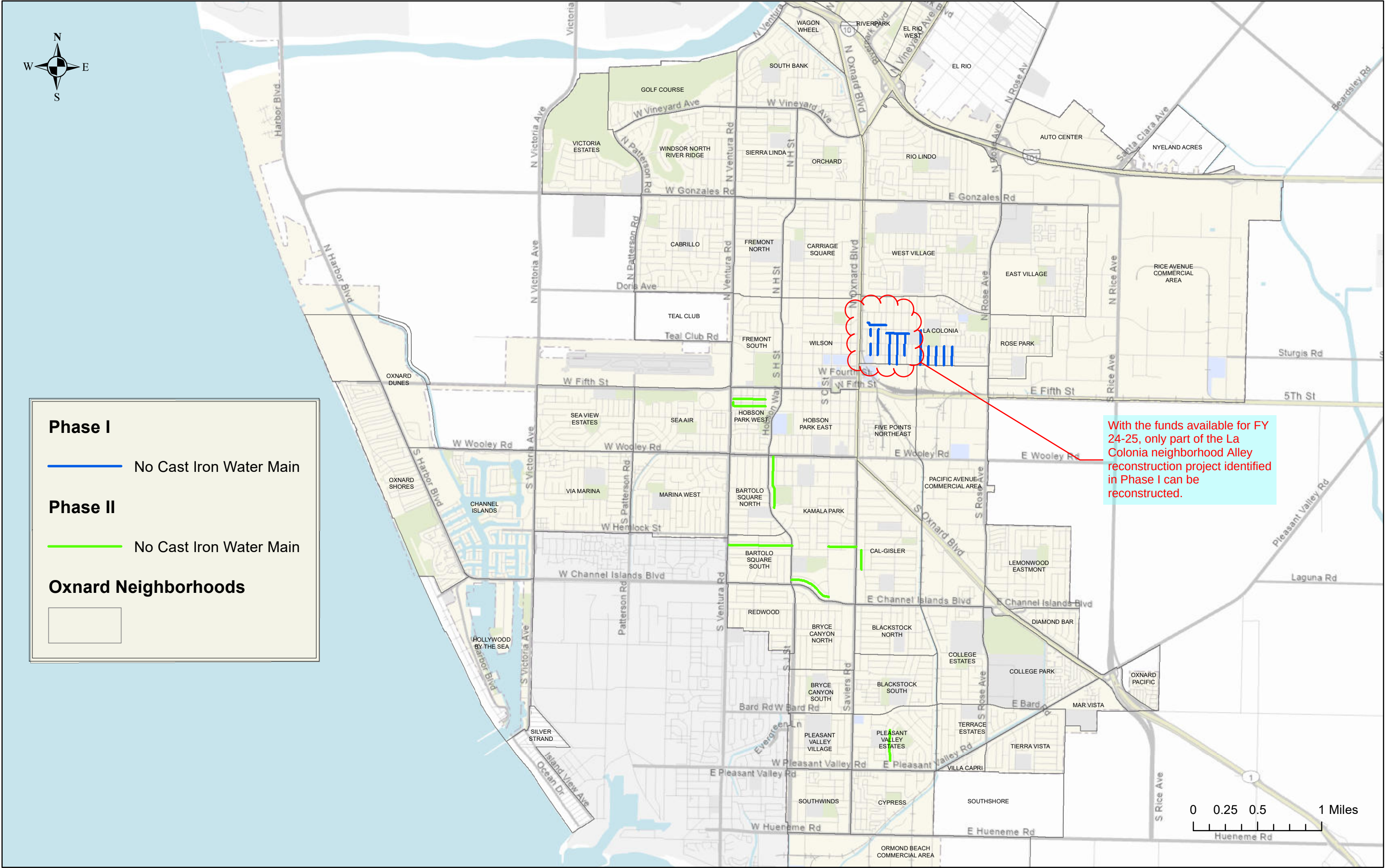
The Public Works and Transportation Committee approved 3-0 on March 12, 2024 to approve the staff recommendation and to forward the item to the City Council as a receive and file report.

Prepared by: Morgan Kessler, City Engineer

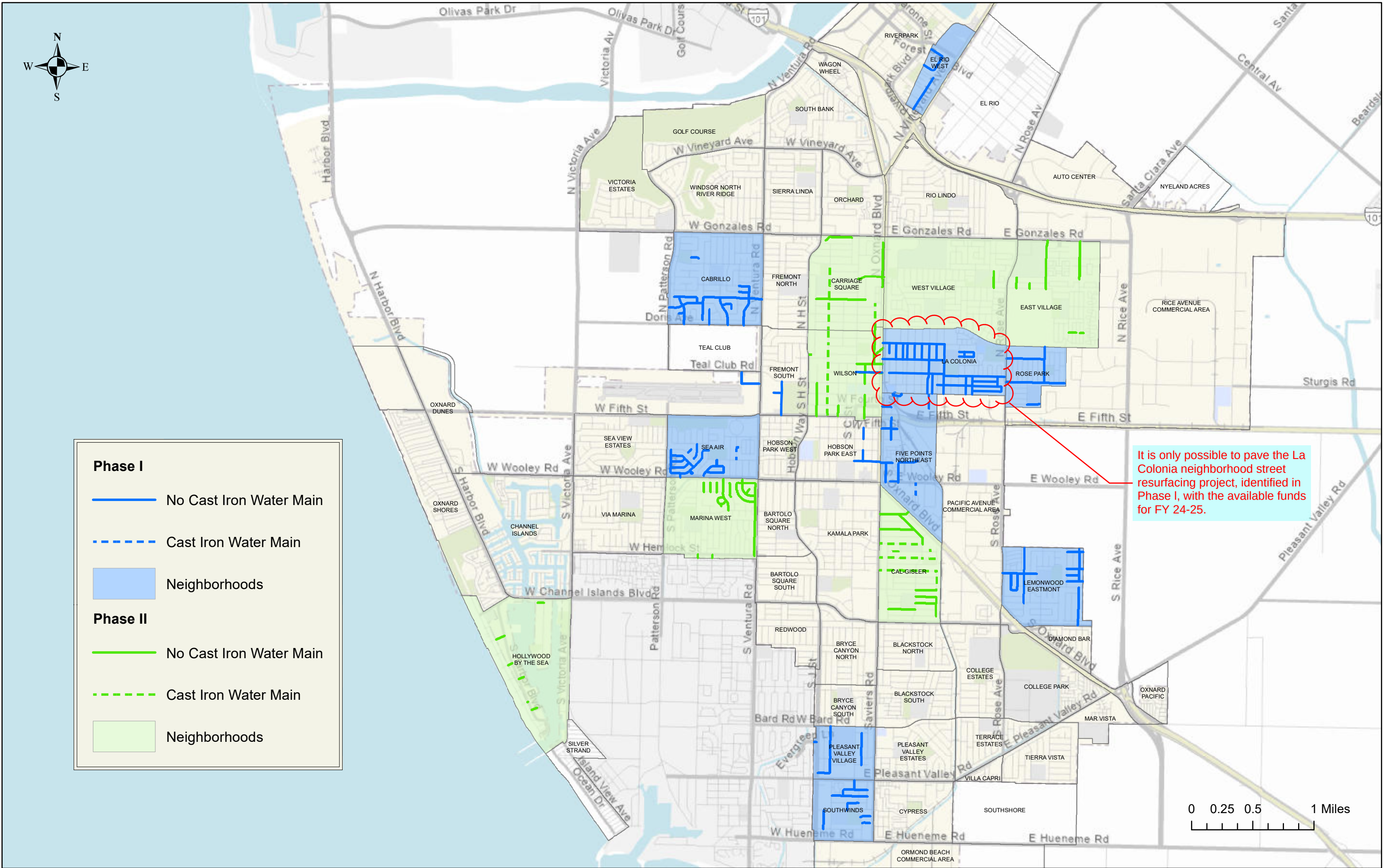
ATTACHMENTS

1. Proposed Arterial Street Construction Projects Phase I & Phase II
2. Proposed Arterial Street Construction Projects Phase III, Phase IV and Phase V
3. Proposed Alley Construction Projects Phase I and Phase II
4. Proposed Alley Construction Projects Phase III, Phase IV and Phase V
5. Proposed Residential Street Construction Projects Phase I & Phase II
6. Proposed Residential Street Construction Projects Phase III, Phase IV and Phase V
7. Presentation

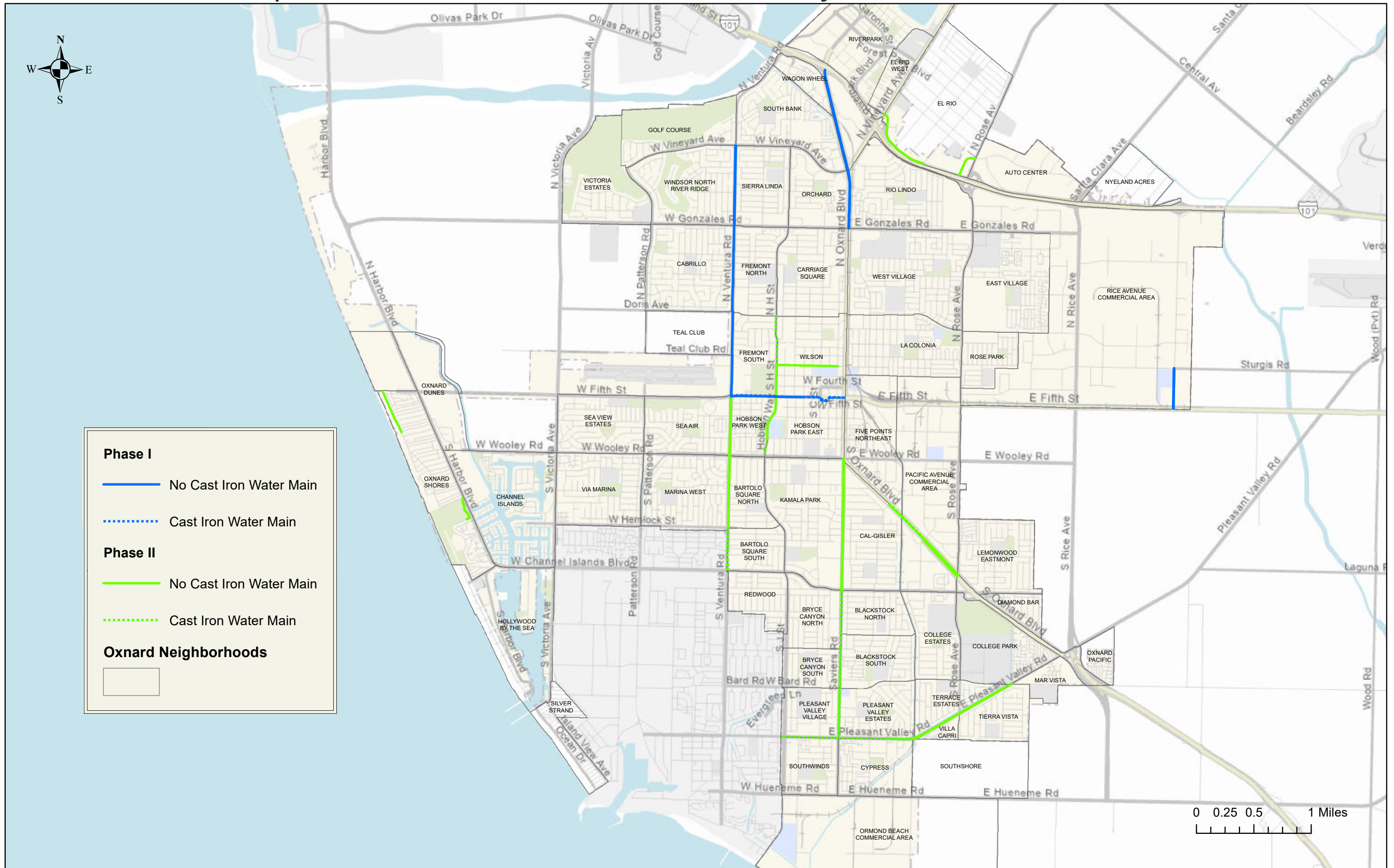
Proposed Alley Construction Projects Phase I & Phase II



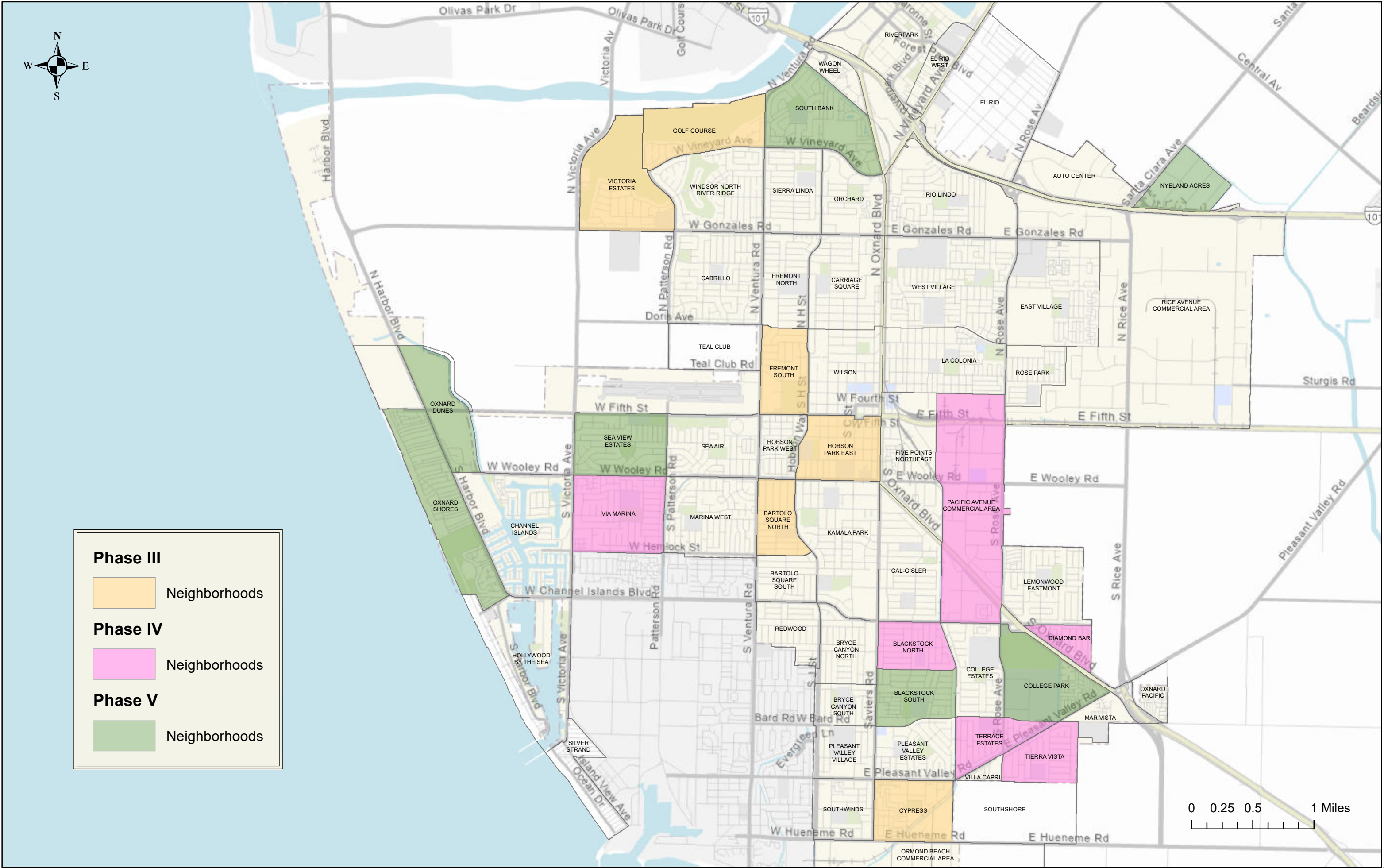
Proposed Residential Street Construction Projects Phase I & Phase II



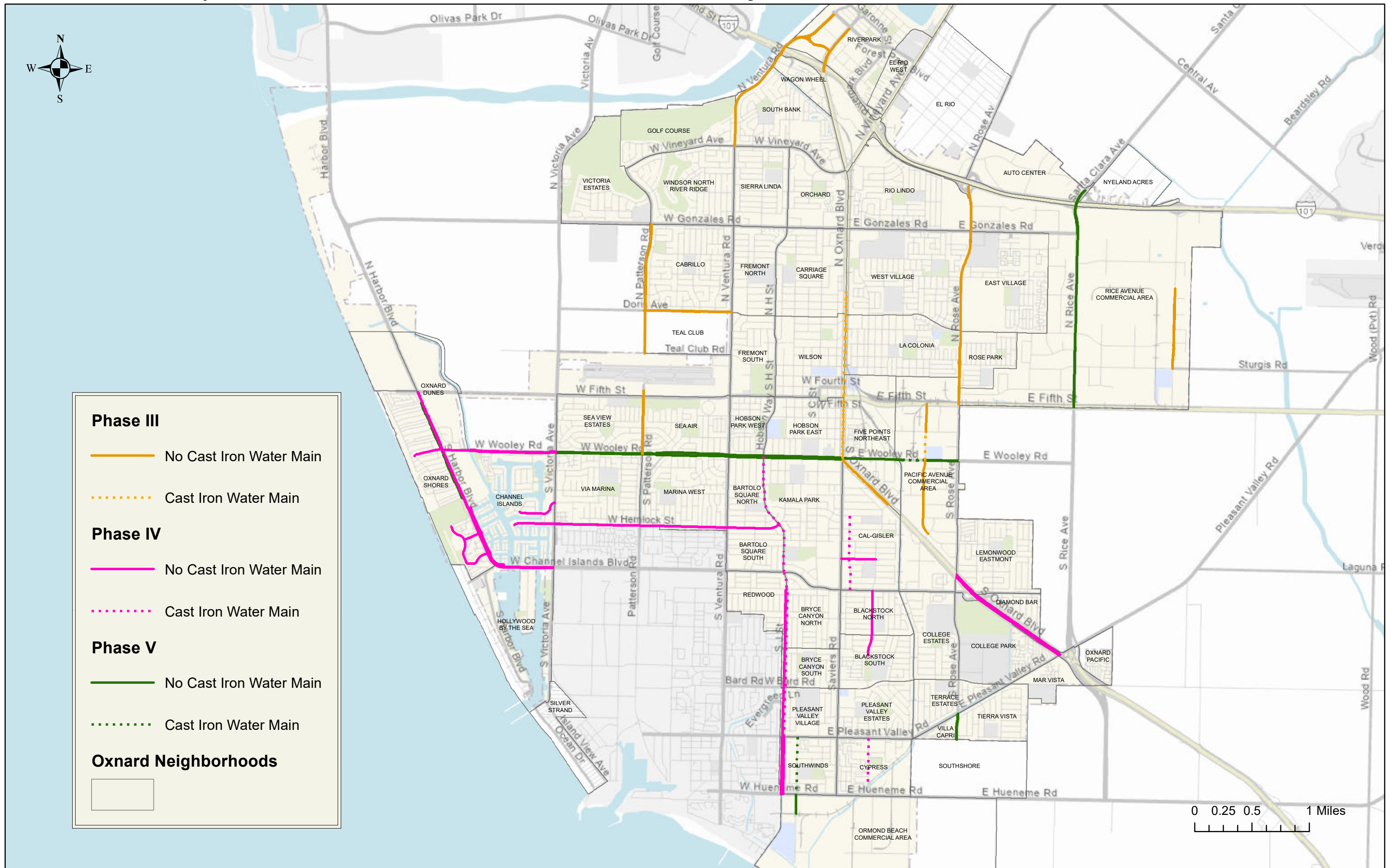
Proposed Arterial Street Construction Projects Phase I & Phase II



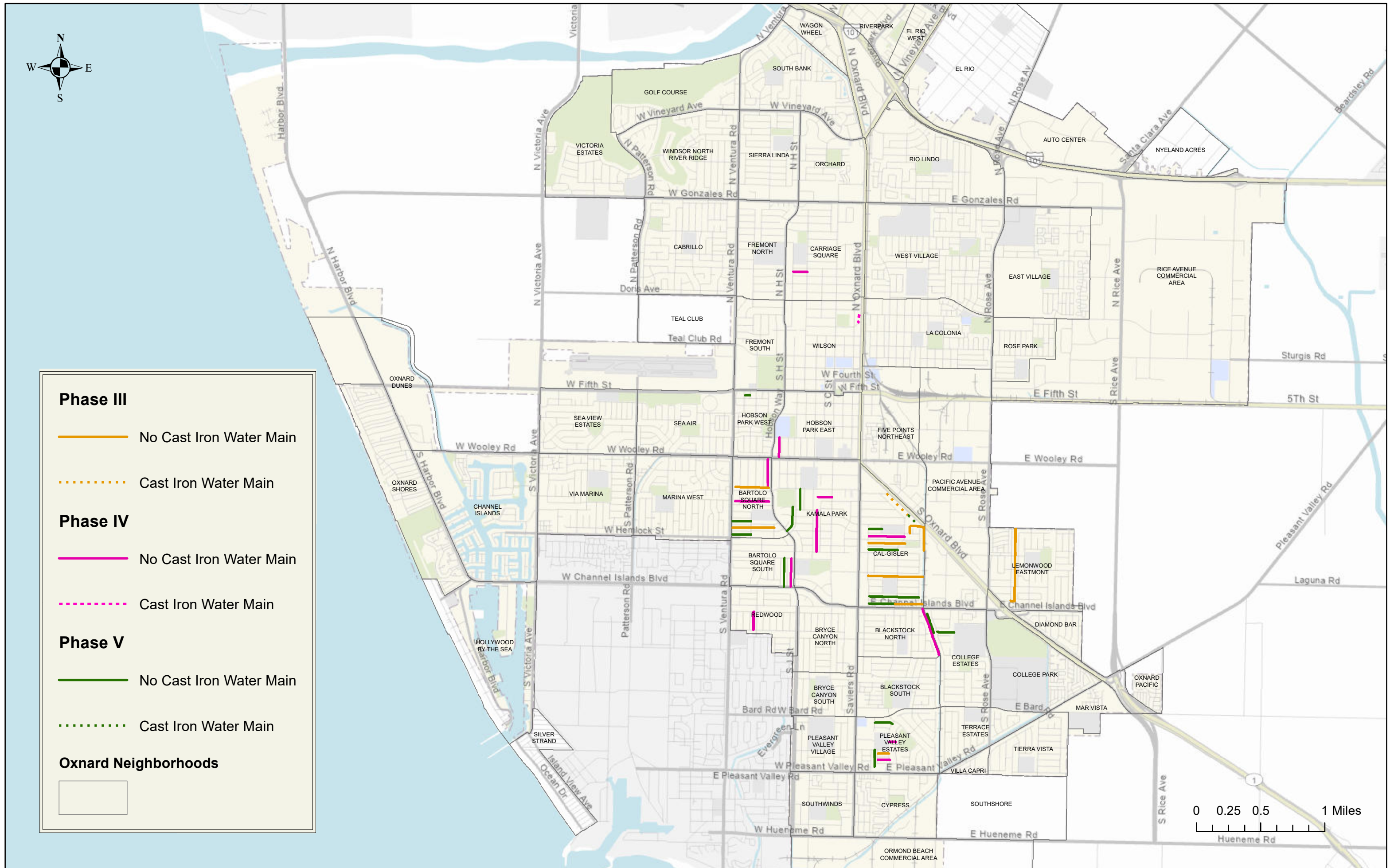
Proposed Residential Street Construction Projects Phase III, Phase IV & Phase V



Proposed Arterial Street Construction Projects Phase III, Phase IV & Phase V



Proposed Alley Construction Projects Phase III, Phase IV & Phase V





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11

DATE: May 20, 2025
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Resolution to Approve the Sewer System Management Plan Update.

RECOMMENDATION

That the City Council adopt a resolution to approve a Sewer System Management Plan Update for the Public Works Wastewater Division.

(This item did not originate in Committee as the prior plan was previously approved by the City Council.)

BACKGROUND

The City of Oxnard Water Resource Recovery Facility (WRRF) is a regional treatment facility that provides wastewater collection and treatment services to approximately 250,000 residents and businesses in the greater Oxnard area. Areas served include the City of Oxnard, the City of Port Hueneme, Naval Base Port Hueneme and Point Mugu, El Rio, Nyeland Acres, Las Posas, and the Channel Islands Beach Community Services District. The City's collection system contains over 400 miles of underground sewer pipes ranging in size from 4 inches to 66 inches in diameter as well as 15 lift stations.

The Sewer System Management Plan (SSMP) is required to provide a structured framework for managing, operating, and maintaining the Oxnard Sanitary Sewer Collection system. The primary regulatory agency overseeing the SSMP is the State Water Resources Control Board (SWRCB). Specifically, the SSMP is a living planning document that identifies ongoing local sewer system management program activities, procedures, and decision-making at the scale necessary to address the size and complexity of the subject sanitary sewer system(s). The SSMP includes the following eleven elements:

1. Goal and Introduction
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Spill Emergency Response Plan
7. Sewer Pipe Blockage Control Program
8. System Evaluation, Capacity Assurance, and Capital Improvements
9. Monitoring, Measurement, and Program Modifications
10. Internal Audits
11. Communication Program

DISCUSSION

The City's initial SSMP was required and submitted to the State in 2006 under the existing waste discharge requirements

at the time. The SSMP was last approved by the City Council on April 3, 2012. The last update was uploaded to the California Integrated Water Quality System (CIWQS) in 2019.

In 2022, the SWRCB passed an updated general order for sanitary sewer systems - Order WQ 2022-0103-DWQ, Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems (Order). Section 5.5, Six-Year Sewer System Management Plan Update, of the Order, requires the SSMP to be updated every six years. The Order requires updated SSMP to be uploaded to CIWQS in May 2025. In general, there were few changes to the existing SSMP with the exception of (1) updated contact names, (2) updated capital improvements projects, (3) more detailed descriptions of record keeping and operations using GIS, and (4) an updated spill response plan. A summary of the changes in the SSMP can be found on page 1 of the Plan.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact to the approval of this resolution.

COMMITTEE OUTCOME

This item did not originate in Committee as the prior plan was previously approved by the City Council.

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. SSMP Resolution
2. Ex. A Sewer System Management Plan Update - 2025

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
A SEWER SYSTEM MANAGEMENT PLAN FOR THE WASTEWATER DIVISION**

WHEREAS, the California State Water Resources Control Board adopted Order Number 2006-0003-DWQ for Statewide General Discharge Requirements for sanitary sewer systems, on May 2, 2006; and

WHEREAS, the California State Water Resources Control Board adopted Order Number 2022-0103-DWQ for Statewide Waste Discharge requirements for sanitary sewer systems, on December 6, 2022; and

WHEREAS, General Order 2022-0103-DWQ supersedes the previous State Water Resources Control Board Order 2006-0003-DWQ and amendments thereafter; and

WHEREAS, pursuant to General Order 2022-0103-DWQ, an enrollee (Oxnard Water Resource Recovery Facility) must:

- A. Comply with federal and state prohibitions of discharge of sewage to waters of the State, including federal waters of the United States;
- B. Comply with specifications, notification, monitoring, reporting and recordkeeping requirements in General Order 2006-0003-DWQ that implement the federal Clean Water Act, the California Water Code, water quality control plans (including Regional Water Board Basin Plans) and policies;
- C. Proactively operate and maintain resilient sanitary sewer systems to prevent spills;
- D. Eliminate discharges of sewage to waters of the State through effective implementation of a Sewer System Management Plan;
- E. Monitor, track, and analyze spills for ongoing system-specific performance improvements;
- F. Report noncompliance with General Order 2022-0103-DWQ per reporting requirements; and

WHEREAS, pursuant to General Order 2022-0103-DWQ an enrollee shall update its Sewer System Management Plan every six (6) years after the date of its last plan update due date. The Enrollee's governing entity shall approve the updated plan.; and

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

SECTION 1: The recitals are true and correct and are incorporated by this reference as though fully set forth herein.

SECTION 2: In accordance with the California State Water Resource Control Board requirements the City herein approves the Sewer System Management Plan (2025) attached as Exhibit A and incorporated by this reference as though fully set forth herein.

SECTION 3: This Resolution shall be effective immediately upon adoption.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record of this Resolution.

PASSED AND ADOPTED THIS _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

Sewer System Management Plan (2025)

SEWER SYSTEM MANAGEMENT PLAN (SSMP)

**MAY 2025
UPDATE**

City of Oxnard
Water Resource Recovery Facility
6001 Perkins Road, Oxnard, CA 93033

Summary of Changes

The following changes have been made in the 2025 Sewer System Management Plan (SSMP) Update from the previous version.

General	Updated the SSMP to meet the new requirements in General Order for Sanitary Sewer Systems Order WQ 2022-0103-DWQ (Order)
Section 1	Updated required elements in the Order
Section 2	Updated Key Personnel
Section 3	No changes
Section 4	Included service area map; updated description of O&M procedures
Section 5	New section. References city sewer design standards
Section 6	Added references to our updated Spill Emergency Response Plan
Section 7	Updated section to be compatible with new Order
Section 8	Updated capital improvement projects
Section 9	No changes
Section 10	No changes
Section 11	No changes

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- II. City of Oxnard Municipal Code Chapter 19
- III. City of Oxnard Water Resource Recovery Facility – Spill Emergency Response Plan (SERP)
- IV. Sewer System Management Plan Change Log

Acronyms and Abbreviations

APWD	Assistant Public Works Director
BMP	Best Management Practices
Cal OES	California Office of Emergency Services
CCTV	Closed-Circuit Television
CIP	Capital Improvement Program
City	City of Oxnard
CIWQS	California Integrated Water Quality System
CM	City Manager
CPC	California Plumbing Code
DS	Data Submitter
FOG	Fats, Oils and Grease
I/I	Infiltration and Inflow
LM	Laboratory Manager
LRO	Legally Responsible Official
mgd	million gallons per day
MRP	Monitoring and Reporting Program
MS4	Municipal Separate Storm Sewer System
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
O&M	Operations and Maintenance
PLSD	Private Lateral Sewer Discharge
PWD	Public Works Director
ROW	Right-of-Way
R/R	Rehabilitation or Repair/Replacement
RWQCB	Los Angeles Regional Water Quality Control Board

SCADA	Supervisory Control and Data Acquisition
SSMP	Sanitary Sewer Management Plan
SSO	Sanitary Sewer Overflow
SSS	Sanitary Sewer Systems
SSS WDR	Statewide General WDR for Sanitary Sewers
SWB	State Water Resources Control Board
TSM	Technical Services Manager
UPC	Uniform Plumbing Code
WCM	Wastewater Collections Manager
WDM	Wastewater Division Manager
WDR	Waste Discharge Requirements
WMM	Wastewater Maintenance Manager
WOM	Wastewater Operations Manager
WRRF	Oxnard Water Resource Recovery Facility

Sewer System Management Plan

1. Goal and Introduction

The purpose of this document is to provide the City of Oxnard Water Resource Recovery Facility (WRRF) with a system-wide living management plan for the operation, maintenance, and management of the WRRF's sewer collection system. This document intends to be a day-to-day working management plan that also meets the Sewer System Management Plan (SSMP) required elements of California's Statewide Waste Discharge Requirements for Sanitary Sewer Systems General Order 2022-0103-DWQ.

1.1 Regulatory Context

On December 6, 2022, the California State Water Resources Control Board adopted Statewide General Waste Discharge Requirements (SSS WDR) Order 2022-0103-DWQ for wastewater collection systems. The WDR requires that every public agency in California with more than one (1) mile of sanitary sewers that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility to develop a Sewer System Management Plan (SSMP) outlining the management, operation, and maintenance practices needed to prevent and mitigate the impact of sanitary sewer overflows (SSOs). Public agencies that meet these criteria are required to create and implement their own SSMP based on the mandatory requirements of the Order and establish a statewide Monitoring and Reporting Program (MRP).

The MRP requires each local or regional sewer agency to appoint a legally responsible official and establish a monitoring and reporting organization to monitor and report all SSOs in accordance with the requirements of the WDR and to have the LRO certify the SSO report using the California Integrated Water Quality System (CIWQS) website in the timeframe required by the Order. If no SSOs occur during the course of any given month, the LRO is required to fill out, certify and send via the CIWQS website a "No Spill Certification" documenting that there were no SSOs for the month reported.

A copy of the SSS WDR is included in Appendix I.

This SSMP is organized similarly to paragraph D (Provisions) of the Order. Each section begins with a summary of the Order requirements, followed by these subsections:

- Compliance Summary – A description of how compliance was achieved;
- Compliance Documents – A listing of source documents that support compliance and the location of these documents;
- Roles and Responsibilities – A listing of relevant staff roles and responsibilities.

The Order includes eleven (11) mandatory elements that must be addressed in the SSMP. The SSMP includes eleven elements as listed below:

- i) Goals
- ii) Organization
- iii) Legal Authority
- iv) Operation and Maintenance Program
- v) Design and Performance Provisions
- vi) Spill Emergency Response Plan
- vii) Sewer Pipe Blockage Control Program
- viii) System Evaluation, Capacity Assurance and Capital Improvements
- ix) Monitoring, Measurement and Program Modifications
- x) Internal Audits
- xi) Communication Program

It is the SWRCB's intent that Order WQ 2022-0103-DWQ be the primary regulatory mechanism for sanitary sewer systems statewide.

1.2 Sewer System Management Plan Update Schedule

The SSMP requires a full plan update every six (6) years, and a required plan audit every three (3) years. The next required full plan update is due by May 2, 2025, with the next required plan audit due by May 2, 2028. The last SMMP update was uploaded to CIWQS in 2019, with the last required plan audit completed in 2024.

1.3 Sewer System Asset Overview

The city owns and operates the WRRF and wastewater collection system under waste discharge requirements contained in R4-2024-0252 (Order), adopted by the Regional Water Quality Control Board – Los Angeles Region on May 23, 2024. The Order also serves as the WRRF's National Pollutant Discharge Elimination System (NPDES) Permit No. CA0054097. This permit regulates the WRRF's discharge of treated effluent into the Pacific Ocean, a water of the State and the United States.

The WRRF is a secondary treatment facility located at 6001 Perkins Road, Oxnard, California. The plant has an average dry weather design capacity of 31.7 million gallons per day (mgd), with current flows of approximately 17 mgd. The WRRF treatment system consists of bar screening, aerated grit removal, primary clarification, bio-filtration, activated sludge, secondary clarification, flow equalization, chlorine disinfection and dechlorination.

The wastewater system is a regional system that provides wastewater collection and treatment services to the approximately 250,000 residents within the City of Oxnard, the City of Port Hueneme, Naval Base Ventura County (Point Mugu and Port Hueneme), Channel Islands Beach Community Services District, and a number of unincorporated areas of Ventura County. Each of the regional or wholesale customers own, operate and maintain their respective sanitary sewer systems. Regional users are regulated through individual sewer use agreements. The system service area boundary can be found in Section 4.

The sanitary sewer system serves residential, commercial and industrial customers within the city boundary. Roughly 90% of the connections are residential, 6% commercial and 4% industrial, governmental, and regional users. All customers are responsible for the operation, maintenance and replacement of their privately owned sanitary sewer laterals up to and including the connection to the public sewer.

The City's sanitary sewer system is comprised of approximately 400 miles of both force and gravity collection system pipe ranging in size from 6-inches in diameter up to 66-inches in diameter. The majority of the gravity sewers, approximately 67 percent, are 8-inches in diameter. Additionally, the City's sanitary sewer system consists of 15 lift stations and about 4.7 miles of associated force mains located throughout the city. The force mains range in size from 4-inch to 20-inch. All of the lift stations have a duty and a standby pump, and are tied into the wastewater Supervisory Control and Data Acquisition (SCADA) system. Generally, the newer lift stations are configured with backup power and older lift stations have quick connections for mobile generators. The entire system is documented and managed through our Geographical Information System.

2. Organization

The City's Goals and Organization Structure addresses those mandatory SSMP provisions outlined in Section D, SWRCB Order No. 2022-0103- DWQ.

The organizational structure identifies the name of the responsible or authorized representative of the system, as described in Section D of SWRCB Order No. 2022-0103-DWQ. It identifies the administrative and maintenance positions responsible for implementing specific measures in the SSMP with up-to-date descriptions, names, responsibilities of personnel, contact information, and authority for each position. The organizational structure includes a chain of communication for reporting SSOs and lines of authority with contact information.

The following are key personnel responsible for the implementation of the City's SSMP:

- The Legally Responsible Official as required in Section 5.1 of this General Order – Ray Trevino, Wastewater Collections Manager, (805) 271-2215
- The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the City's SSMP program:

Table 2-1 City of Oxnard Key Personnel

Name	Title	Contact Information
Alex Nguyen	City Manager	805-385-7449 alexander.nguyen@oxnard.org
Michael Wolfe	Public Works Director	805-385-8055 michael.wolfe@oxnard.org
Timothy Beaman	Assistant Public Works Director	805-385-8141 timothy.beaman@oxnard.org
Jan Hauser	Wastewater Division Manager	805-271-2205 jan.hauser@oxnard.org
Roberto Fuentes	Wastewater Operations Manager	805-271-2203 roberto.fuentes@oxnard.org
Ray Trevino	Wastewater Collections Manager	805-271-2215 ray.trevino@oxnard.org
Vacant	Technical Services Manager	805-385-8153

- The city maintains an Organizational Structure which meets the requirements of Section-D of SWRCB Order No. 2022-0103- DWQ. WRRF’s Spill Emergency Response Plan (SERP) describe the procedures for responding to SSOs and blockages. Section 5 of the SERP identifies responsibilities for reporting SSOs to the State and Regional Water Board, as well as other applicable agencies.
- The responsibilities for reporting SSOs to the various regulatory agencies are shown in **Table 2-2**. Detailed information on SSO reporting can be found in Section 5 of the SERP.

Table 2-2 SSO Reporting Responsibilities

Personnel		Reporting Responsibilities
On-Call Crew Member	→	• Completes Work Order SSO Report Form • Calls EOS if Category 1 or 2* • Faxes RWQCB 24 hr report form* * For Spills ≥ 1,000 gallons or enters storm drain waterway/ imminent and substantial danger to human health
	↓	
Legally Responsible Officer	→	• Electronically submits CIWQS Form (>1,000 gallons or enters storm drain/ waterway/ imminent and substantial danger to human health) • Electronically submits CIWQS Short Form (all other SSOs) • Annual Report to RWQCB

3. Legal Authority

The City of Oxnard Development Services provides a review of new connections to the City's sanitary sewer system. Included in the review is the design of the service connections as well as the design of commercial and industrial connections which may include the requirement for pretreatment, sampling and/or grease interception.

Additionally, the city has implemented an industrial pretreatment program. Although the industrial pretreatment program is mainly intended to prevent discharges, from both industrial and commercial sources, that cause problems at the wastewater treatment plant, the program also is intended to prevent sewer system overflows through control of oil and grease. Multi-jurisdictional agreements with other agencies that contribute flow to the City's sanitary sewer system are under review and will be revised to give the City of Oxnard authority to operate the pretreatment program within their jurisdiction. The revision(s) will give the city the ability to prevent illicit discharges to wastewater sanitary sewer system(s) maintained by others and ultimately transported and treated via the City's wastewater facilities.

Elements of the City's SSMP are implemented through the City Code (Attached as Appendix II). Chapter 19, Article 1, Sewage System: Wastewater Disposal provides the necessary legal authority to regulate the sanitary sewer system. Chapter 22, Article XII, Stormwater Quality Management provides the necessary legal authority related to discharge to the City's stormwater system. **Table 3-1** lists SSMP elements and the relevant sections of the City Code and/or other legal mechanisms.

Table 3-1 SSMP Summary of Legal Authority

Requirement	City Regulation/ Authority
Ability to prevent illicit discharges to the wastewater sanitary sewer system	Chapter 19, Article 1, Division 3, Sections 19-25 through 19-32
Ability to require that sewers and connections be properly designed and constructed	Chapter 19, Article 1, Division 3, Section 19-10, Section 19-10, City Plate Nos. 405 and 406
Ensure access for maintenance, inspection and repairs for portions of the service lateral owned or maintained by the city	Chapter 19, Article 1, Division 3, Sections 19-11 and 19-36
Ability to limit discharge of FOG and other debris that may cause blockages	Chapter 19, Article 1, Division 3, Sections 19-25 and 19-26
Ability to enforce a violation of the City's ordinance/code	Chapter 19, Article 1, Divisions 8 through 10
Ability to control commercial and industrial discharges from satellite collection systems	Multi-jurisdictional Agreements
Requirements for Grease Removal Devices	Chapter 19, Article 1, Division 3, Section 19-43, City Plate No.415
Ability to inspect grease producing facilities and GRDs	Chapter 19, Article 1, Division 3, Sections 19-25 and 19-44
Ability to manage stormwater quality	Chapter 22, Article XII, Sections 22-215 through 22-231

4. Operation and Maintenance Program

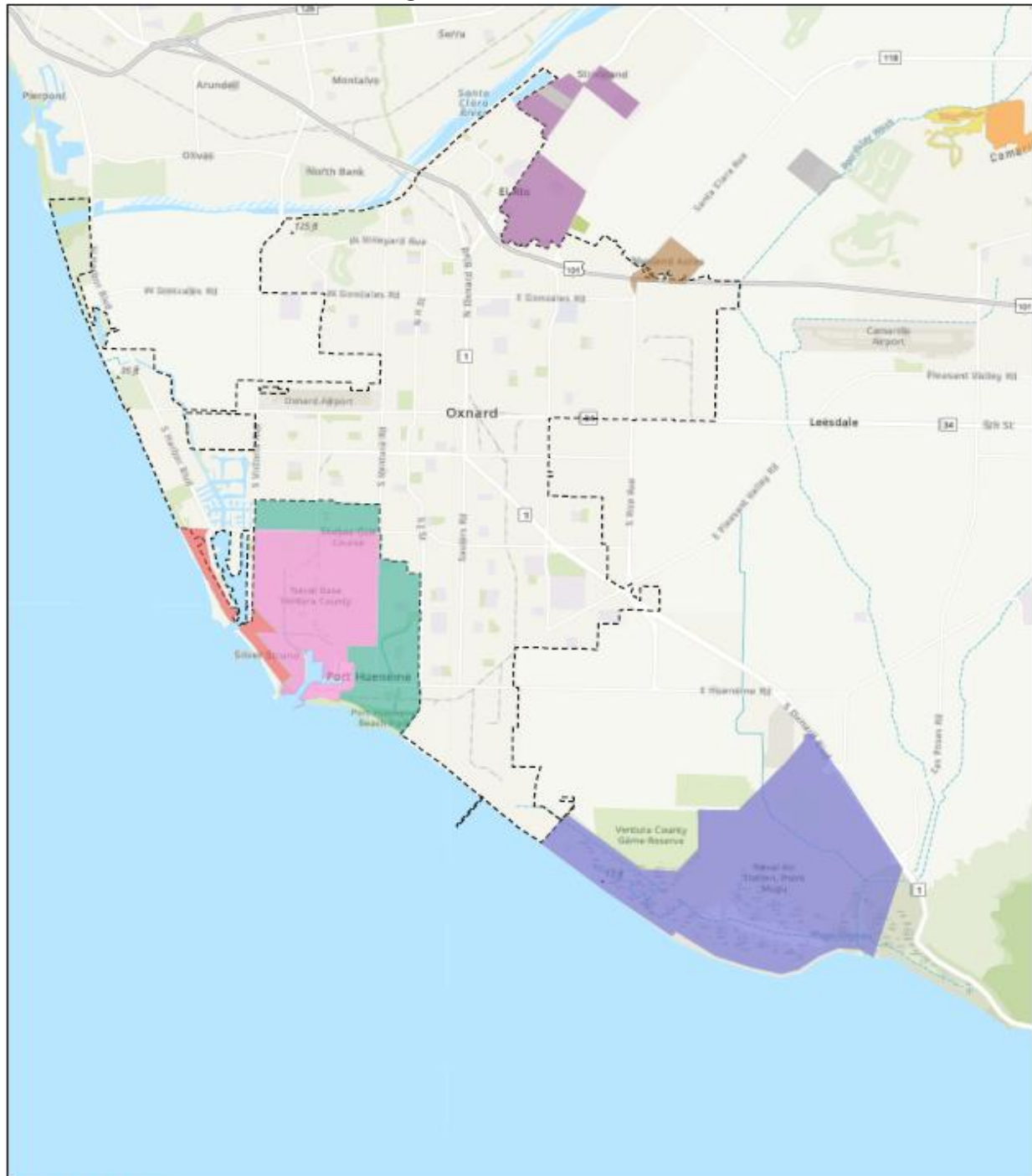
All City maintenance personnel and contractors are required to be properly trained prior to servicing the sanitary sewer system, including all safety training for full compliance with US Department of Labor OSHA and Cal OSHA requirements. Regular maintenance and cleaning of the sanitary sewer system is managed through our comprehensive ESRI ArcGIS Explorer system.

The city maintains a comprehensive equipment and replacement part inventory, including those identified as critical replacement parts.

4.1 Updated Map of Sanitary Sewer System

The city uses Geographic Information System (GIS) technology to maintain an up-to-date map of the sanitary sewer system, showing all main lines, pump stations, and appurtenant devices necessary to collect and transport wastewater to the treatment facility. Location, pipe, and manhole inventory data including length, diameter, material, rim/invert elevations, street address, and other information are maintained. **Figure 4-1** provides a map of the City's service area including the agencies that contribute flow to the City's sanitary sewer system.

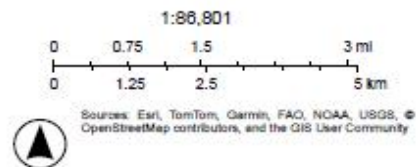
Figure 4-1 Service Area



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Sewer Use Agreement Areas

- | | |
|--|--|
| ■ CIBCSD | ■ Naval CBC Port Hueneme |
| ■ Crestview Mutual Water Company | ■ Nyeland Acres SUA |
| ■ El Rio Elementary School District | ■ Port Hueneme |
| ■ El Rio SUA | ■ Pt Mugu Naval Base |
| ■ Las Posas | ■ Other |
| ■ Las Posas Country Club | □ City Boundary |



4.2 Preventative Operation and Maintenance Activities

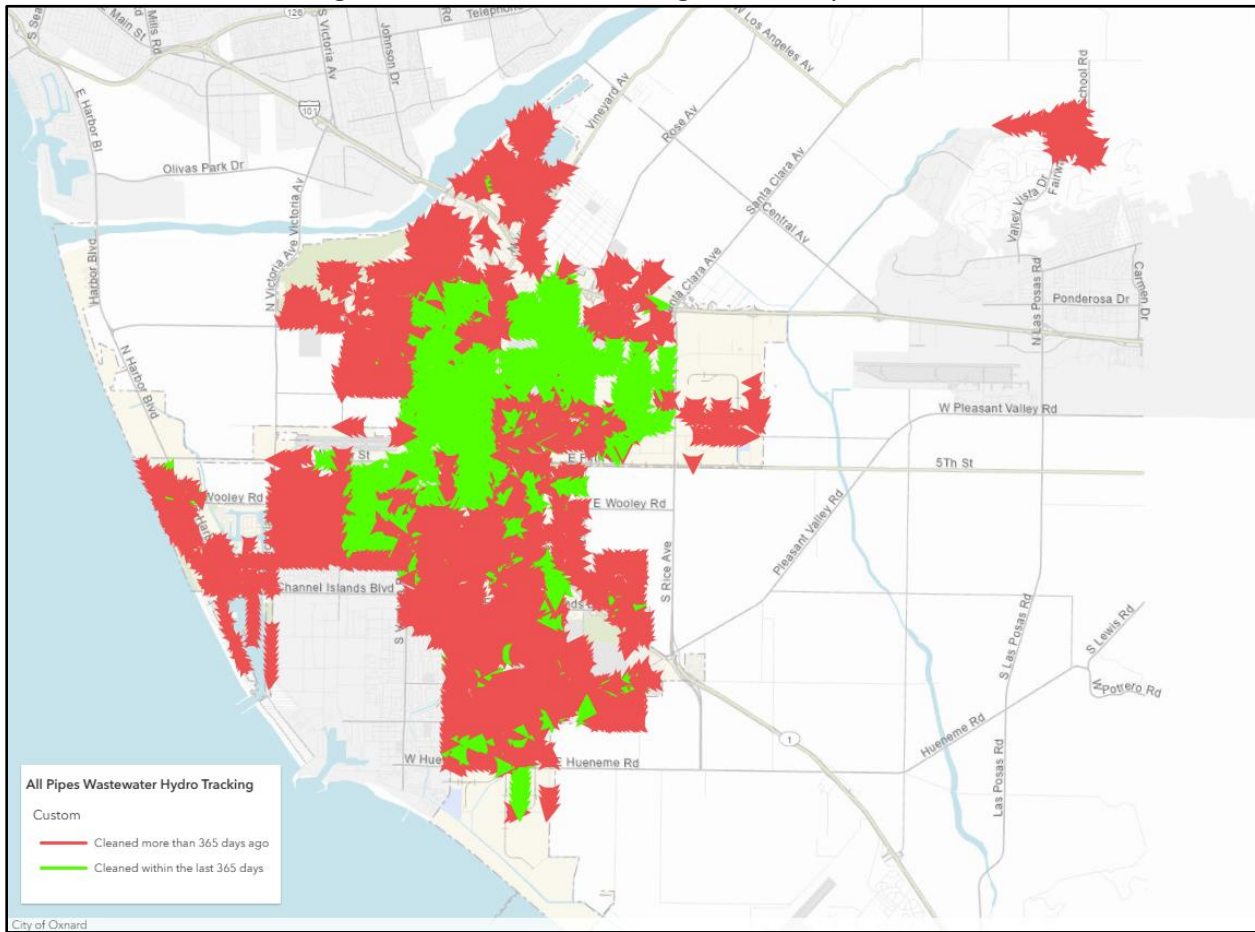
A key element of the City's SSMP is the routine and non-routine maintenance and upgrading of the sewer collection system. The maintenance program includes:

- a) Maintenance of an up-to-date map of the sanitary sewer system, showing all main lines, pump stations, and appurtenant devices necessary to collect and transport wastewater to the treatment facility. The sanitary sewer system maps were transferred to the City's Geographic Information System (GIS), and are updated continuously as changes are made.
- b) Routine preventive operation and maintenance activities are performed by City of Oxnard collection system staff and contractors. The city employs a phased approach to maintain the sanitary sewer system, dividing the city into 12 designated areas. Each year, six of these areas are cleaned, with the remaining six scheduled for cleaning the following year. This biennial rotation ensures systematic and consistent maintenance across the entire collection system. **Table 4-1** shows the cleaning schedule. **Figure 4-2** is a map on GIS on the inventory of phase cleaning done by the city.

Table 4-1 Phase Cleaning Schedule

2024	2025	2026	2027
Phase 2	Phase 1	Phase 2	Phase 1
Phase 4	Phase 3	Phase 4	Phase 3
Phase 6	Phase 5	Phase 6	Phase 5
Phase 8	Phase 7	Phase 8	Phase 7
Phase 10	Phase 9	Phase 10	Phase 9
Phase 12	Phase 11	Phase 12	Phase 11

Figure 4-2 Phase Cleaning Inventory on GIS

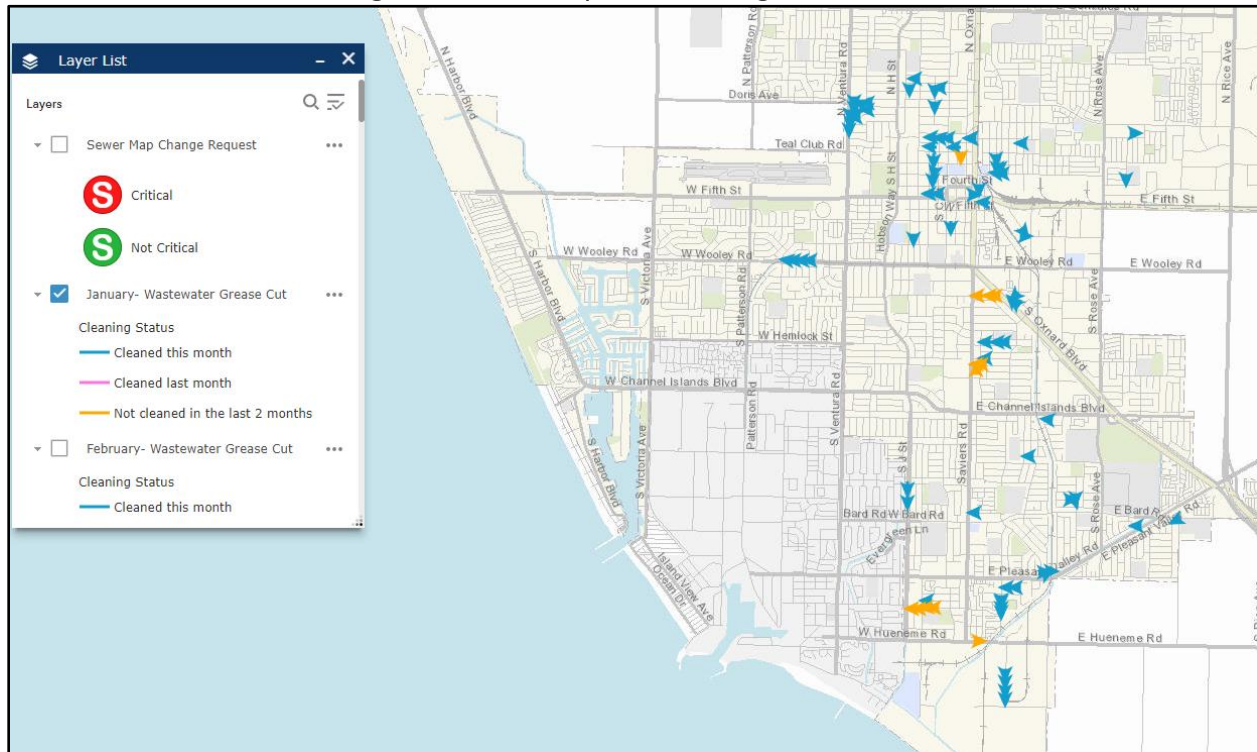


City staff undertake a cleaning program consisting of flushing and Vac-Con pumping to mitigate plugging and blockages in the sewer system. These measures help to prevent SSOs. Work crews clean the system throughout the year according to phases with the goal of cleaning 200 miles per year. It takes approximately two years to complete routine cleaning of the City's entire sanitary sewer system.

Additionally, City collection system staff have identified targeted areas of the sanitary sewer system that are prone to plugging, referred to as "hot spots". As part of their on-going maintenance program, the city collection system staff clean (cut grease) the identified hot spots. The majority of the hot spots are cleaned every three months or six months. Those areas that are particularly prone to plugging are cleaned monthly or bimonthly. **Figure 4-3** shows the cleaning schedule for hot spots.

- c) Staff is provided training on a regular basis staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained.
- d) Procedures are in place to provide for equipment and replacement part inventories, including identification of critical replacement parts.

Figure 4-3 Hot Spot Cleaning Schedule



The city conducts routine closed-circuit television (CCTV) inspections of the sanitary sewer system to address maintenance or repair needs before a SSO can occur. Like flushing, televising of the sanitary sewer system is also conducted using the phased approach. With the City's goal to CCTV 50 miles of sewer each year, it takes approximately six to eight years to complete CCTV inspections of the entire sanitary sewer system.

These preventative maintenance (PM) programs are tracked by staff and, documented electronically on the GIS system.

While the focus of these programs is to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency, areas of known lateral problems are also addressed by the City of Oxnard under City Code. Businesses or industrial users with known areas of flow problems or a history of overflows are dealt with by escalating enforcement actions.

4.3 Training

City personnel attend structured collection system training classes or seminars given by other agencies including: California Occupational, Safety and Health Administration (CALOSHA), California Water Environment Association (CWEA), County Sanitation Districts' (CSD), etc. This ensures staff are familiar with the latest industry standards and technology, and can safely and efficiently carry out their tasks. The city also utilizes informal training approaches, such as tailgate meetings, monthly safety meetings, and apprenticeship training programs from higher level staff.

4.4 Equipment Inventory

The city maintains a comprehensive equipment maintenance program to ensure the reliability and efficiency of its operations. Equipment is routinely inspected, adjusted, repaired, or replaced as needed to maintain optimal performance. Major fixed assets are replaced in accordance with the City's established replacement criteria, which take into account factors such as age, mileage, hours of use, repair history, and safety considerations.

Key equipment used by the Wastewater Collection staff includes Vac-Con trucks, a camera truck, portable pumps, and sign boards

5. Design and Performance Provisions

The city maintains design criteria and construction standards and specifications that comply with Attachment D Section 5 of the General Order WQ 2022-0103-DWQ. The Standards include the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components. It also contains procedures and standards for inspecting and testing newly constructed, installed, repaired, and rehabilitated sewer system assets. The Standards are reviewed annually and updated as changes are needed.

6. Spill Emergency Response Plan

It is the obligation of the city to protect the public health and the environment from the toxic and infectious threats posed by wastewater. It is the policy of the City to respond to spill emergencies in the sanitary sewer system promptly and in a manner, which minimizes the potential for exposure of the public to health risks and protects the environment from potential harm from such emergencies. The city has developed a Spill Emergency Response Plan (SERP) that identifies measures to protect public health and the environment. The SERP is included in Appendix III.

In order to provide adequate after-hours response to sanitary sewer system emergencies, collection system personnel are on standby. Standby duty is an obligation of all collection system personnel and the assignment to standby is rotated among all collection system personnel by the Collection Manager. A collection system person who is assigned standby duty in rotation may avoid the duty only if approved by the Wastewater Collection Manager. Standby personnel will not be granted scheduled vacation or may not participate in voluntary scheduled overtime while on standby unless there are no other volunteers available. When assigned standby, it is the responsibility of the Standby Person to remain reachable either by standby cell phone and to be within 45 minutes travel time of the Wastewater Treatment Plant.

The city has developed an emergency call procedure to respond during both normal working hours and after-hours operations. The procedures must be followed to ensure a safe and compliant SSMP.

Figure 6-1 is a schematic that identifies the City's SSO Emergency Response Plan. Further details are also listed in the SERP (Appendix III).

Figure 6-2 identifies the steps that must be taken to assess and determine the sewage overflow category as well as address regulatory reporting requirements. Details and clean up requirements are listed in the SERP (Appendix III).

Figure 6-1 SSO Emergency Response Plan

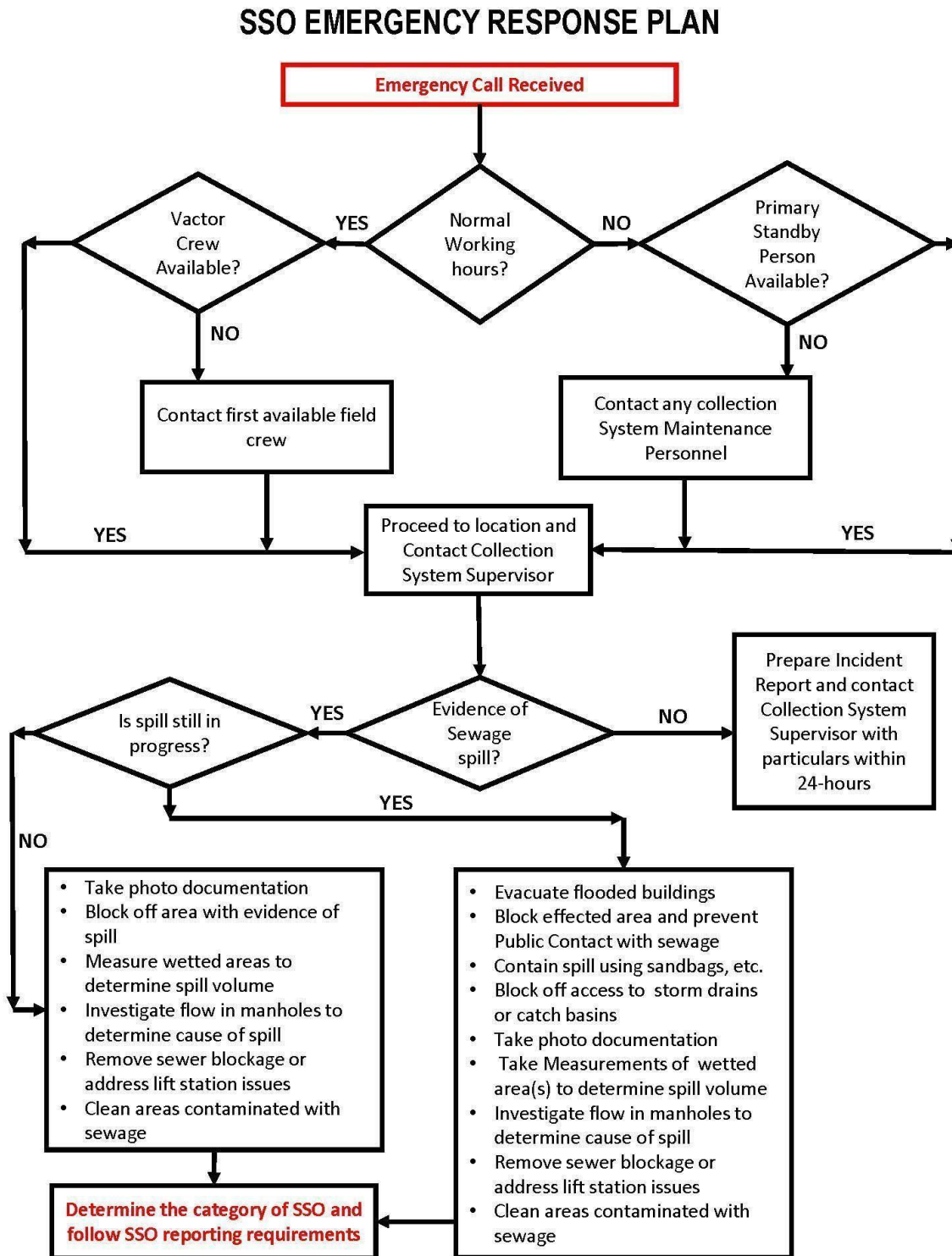
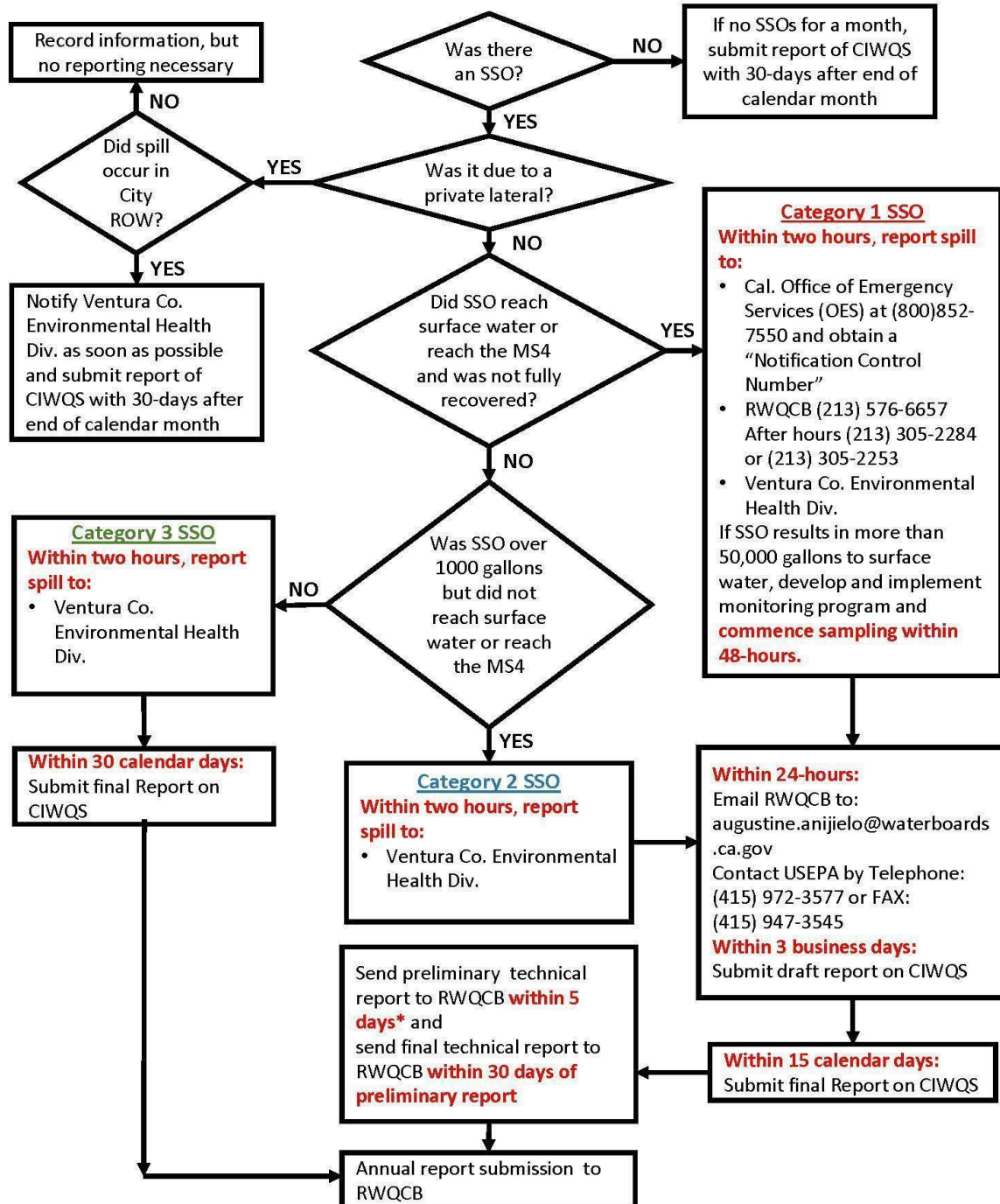


Figure 6-2 SSO Reporting Requirements

SSO REPORTING REQUIREMENTS FOR THE CITY OF OXNARD

Includes compliance with SSS WDRs and OWTP 2018 NPDES Permit



*Check with RWQCB as initial CIWQS report may satisfy this requirement

7. Sewer Pipe Blockage Control Program

The City's Fats, Oils and Grease Control Program addresses those mandatory SSMP provisions outlined in Section D, Sewer Pipe Blockage Control Program of SWRCB Order No. 2022-0103-DWQ.

7.1 FOG Source Control Program

To reduce the amount of Fats, Oils and Grease (FOG) discharged to WRRF's sanitary sewer system, the city has developed a FOG Source Control Program. The city identifies all food preparation and service establishments within its service area, as part of the monitoring and surveillance program.

The City's FOG Source Control Program objectives have remained the same since its initial implementation. They include:

1. Reducing the amount of FOG originating from food establishments that enters the City's sanitary sewer system and WRRF;
2. Protecting the environment by eliminating FOG related sanitary sewer system backups and overflows.
3. Eliminating stormwater pollution sources associated with non-permitted outdoor food establishment activities, such as washing kitchen mats and restaurant equipment, and other maintenance activities in outdoor areas that discharge to the stormwater drainage system; and
4. Continuing to comply with the State of California and other applicable Federal regulatory requirements.

7.2 Six Elements of FOG Control

The FOG Control Program implemented by the City consists of six (6) elements, as follows:

1. Public education and outreach implementation plan and schedule;
2. Legal authority to prohibit illegal discharges, FOG blockages, and prevent SSOs;
3. Required installation of grease removal devices;
4. Authority to inspect grease-producing facilities and enforce noncompliant facilities;
5. Identify system locations subject to FOG blockages and establish maintenance schedules; and
6. Develop and implement source control measures for all FOG discharged to the City's Sanitary Sewer System.

7.3 Legal Authority

Chapter 19 of the City's Municipal Code defines the City's Sewer Use Ordinance (SUO) and contains specific legal language with respect to FOG control to prohibit illegal discharges, minimize FOG blockages and prevent SSOs. The city has implemented a pretreatment program,

the current program includes numerical local limits for FOG of 250 mg/L for vegetable and 100 mg/L for mineral. The City Code, Chapter 19 lists prohibited discharge standards including:

- *(3) Solid or viscous substances in amounts that will cause obstruction of the flow in the system resulting in interference but in no case solids greater than ½-inch (1.27 centimeters) in any dimension*
- *(6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through*
- *(17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than 250 mg/l*

In addition to the City Code Chapter 19, Article I, Divisions 8 through 11, the city uses other existing laws and ordinances to halt noncompliant situations or events. The City is required to have the legal authority to implement its pretreatment program. To do so, the City must have legal authority with contributing jurisdictions. Therefore, the City is working with contributing jurisdictions to prepare/revise Multi-jurisdictional Agreements to clearly specify the responsibilities of each entity in implementing the City's pretreatment program.

7.4 FOG Removal Devices

The city regulates and regularly inspects nonsignificant nondomestic dischargers, including approximately 114 discharging auto shops, and 520 food service establishments. Auto shops and restaurants are permitted, with the goal of being inspected and sampled at least once per year.

Most of these permitted food establishments are required to install a grease interceptor and sampling well. The City has standardized its procedure for requiring grease removal devices, based upon California Plumbing Code Section 1009.0 and 1009.1, for new food establishments and for tenants who make major improvements to their kitchen areas. Further, the City's permitting program requires food establishments to clean and maintain their grease interceptors. The size of the interceptor is dependent on the flow volume of the business. Appropriate permitted vendors are required to be used to service grease interceptors.

7.5 Inspection and Enforcement Authority

The City has the legal authority to inspect and enforce FOG noncompliance. The City Municipal Code contains language that prohibits the discharge of any substance that can create a public nuisance. Further, the City's Municipal Code and Food Establishment Program grant the City's Technical Services personnel the authority to inspect FOG-producing facilities and take the necessary enforcement against non-compliant facilities.

Inspection and public outreach of food establishments are a critical component of the City's FOG control program. Food establishments are required to properly install and maintain their

grease-removing device(s) (i.e., grease interceptor), and must be able to furnish proof of such maintenance upon request.

8. System Evaluation, Capacity Assurance, and Capital Improvements

8.1 System Evaluation and Condition Assessment

Sewer condition is continuously assessed through an in-house CCTV inspection program, with a goal to inspect 50 miles of sewer per year. Based on the results of the inspection, repairs are completed on as-needed basis or developed as a capital improvement projects.

8.2 Capacity Assessment and Design Criteria

In 2023, the City of Oxnard completed a comprehensive wastewater network computer model to support the evaluation and planning of its sanitary sewer system. This model was developed to analyze both existing and future system demands and loads, providing a foundation for effective system management and capital improvement planning.

As part of the modeling effort, the city incorporated current land use data, population projections, and development trends to estimate future wastewater flows. Sewer loading rates, along with reasonable assumptions for infiltration and inflow (I/I), were used to simulate flow conditions throughout the collection system. This allowed the City to identify capacity constraints, evaluate system performance under various scenarios, and prioritize improvements to maintain regulatory compliance and service reliability. The wastewater model serves as a valuable tool for assessing system capacity, planning future upgrades, and ensuring the long-term sustainability of the City's wastewater infrastructure.

8.3 Prioritization of Corrective Action

Based on the findings of the CCTV sewer inspections, capacity assessment or wet weather response, the following actions will be taken:

- Priority 1 - potential immediate and/or catastrophic failure (immediate action)
- Priority 2 - substandard wet weather response (I/I, SSES study)
- Priority 3 - inadequate capacity (capital improvement project)

8.4 Capital Improvement Plan

The following capital improvement projects have been completed within the past three years or are planned to be completed within the next three years.

Table 4-2 Planned and Completed Sanitary Sewer System Projects

Project	Start Date	End Date	Funding
Central Trunk Manhole Rehabilitation	2022	2023	Internal
Lift Stations #4 & #6 Replacement	2025	2028	Internal
Ventura Road & Rice Avenue Gravity Main Replacement	2024	2026	Internal
Lift Stations 1, 2, 30 Improvements and New Force Main	2023	2025	Internal
Eastern Trunk Sewer Manhole Rehabilitation	2024	2025	Internal
New Lift Station #22	2023	2027	Internal
Mandalay Sewer Rehabilitation	2025	2027	Internal

9. Monitoring, Measurement and Program Modifications

The city tracks the location and cause of all spills, blockages, and gravity main hot-spots. The city maintains a log of all cleaning activity, which details the size, material and location of each pipe cleaned, the equipment utilized, and any relevant remarks observed during the cleaning.

City staff observes gravity mains and manholes during routine cleaning and conducts localized video inspections when their observations warrant further investigation. Results of these cleanings and video inspections are maintained in the City's GIS system.

The city identifies all food establishments within its service area as part of its Pretreatment Program and the City's Technical Services staff FOG management efforts. A list of all food establishments within the City's service area are maintained and updated by the technical services staff.

Each year the city provides a Spill Summary to the RWQCB as part of the Annual Reporting under the NPDES Permit.

Changes to the SSMP and any parts of the program shall be continuously documented in the Change Log located in Appendix IV.

10. Internal Audits

The city conducts an internal audit of their SSMP every three years, and focuses on the effectiveness of the SSMP and the City's compliance with the SSMP requirements of Order No. 2022-0103-DWQ. The audit will include, but may not be limited to, the following:

- Any significant changes to components of the SSMP, including but not limited to, Legal Authority, FOG Control Program or Spill Emergency Response Plan.
- Any significant changes to compliance documents;
- SSMP implementation efforts over the past three years;
- A description of additions and improvements made the sanitary sewer collections system during the past three years;
- A description of the additions and improvements planned for the upcoming three years, with an estimated schedule for implementation;
- Strategies to correct deficiencies.

11. Communication Program

The City communicates on a regular basis with interested parties on the implementation and performance of this SSMP. The communication program allows interested parties to provide input as the program is developed and implemented. The City's website (www.oxnard.gov) presents information about on-going efforts, as well as City Council meeting agendas and minutes.

Another element of City's communication program is related to communication within the city among staff. The Collections system staff maintains close coordination and communication with the Technical Services staff, since Technical Services staff are responsible for the pretreatment program including FOG inspections and control. In addition, the Technical Services staff have authorization, through multi-jurisdictional agreements, to extend the pretreatment program to tributary and satellite sanitary sewer systems. This connection to the other tributary communities provides an avenue for communication beyond information presented on the City's website. In addition, the WRRF staff are key to the communication program. The Wastewater Operations Manager is the "Authorized Person" to sign and submit reports related to the NPDES permit.

APPENDIX I
State Water Resources Control Board;
Order No. 2022-0103-DWQ

STATE WATER RESOURCES CONTROL BOARD
1001 I Street, Sacramento, California 95814
ORDER WQ 2022-0103-DWQ
STATEWIDE WASTE DISCHARGE REQUIREMENTS
GENERAL ORDER FOR SANITARY SEWER SYSTEMS

This Order was adopted by the State Water Resources Control Board on December 6, 2022.

This Order shall become effective **180 days after the Adoption Date of this General Order**, on June 5, 2023.

The Enrollee shall comply with the requirements of this Order upon the Effective Date of this General Order.

This General Order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, protect the Enrollee from liability under federal, state, or local laws, nor create a vested right for the Enrollee to continue the discharge of waste.

CERTIFICATION

I, Jeanine Townsend, Clerk to the Board, do hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the State Water Board on December 6, 2022.

AYE: Chair E. Joaquin Esquivel
Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: None

ABSTAIN: None

 for

Jeanine Townsend
Clerk to the Board

STATEWIDE SANITARY SEWER SYSTEMS GENERAL ORDER

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1. INTRODUCTION

This General Order regulates sanitary sewer systems designed to convey sewage. For the purpose of this Order, a sanitary sewer system includes, but is not limited to, pipes, valves, pump stations, manholes, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks. A sanitary sewer system includes:

- Laterals owned and/or operated by the Enrollee;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks and diversion structures.

Sewage is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of stormwater or groundwater, conveyed in a sanitary sewer system. Sewage contains high levels of suspended solids, non-digested organic waste, pathogenic bacteria, viruses, toxic pollutants, nutrients, oxygen-demanding organic compounds, oils, grease, pharmaceuticals, and other harmful pollutants.

For the purpose of this General Order, a spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Sewage and its associated wastewater spilled from a sanitary sewer system may threaten public health, beneficial uses of waters of the State, and the environment.

This General Order serves as statewide waste discharge requirements and supersedes the previous State Water Resources Control Board (State Water Board) Order 2006-0003-DWQ and amendments thereafter. All sections and attachments of this General Order are enforceable by the State Water Board and Regional Water Quality Control Boards (Regional Water Boards). Through this General Order, the State Water Board requires an Enrollee to:

- Comply with federal and state prohibitions of discharge of sewage to waters of the State, including federal waters of the United States;
- Comply with specifications, and notification, monitoring, reporting and recordkeeping requirements in this General Order that implement the federal Clean Water Act, the California Water Code (Water Code), water quality control plans (including Regional Water Board Basin Plans) and policies;
- Proactively operate and maintain resilient sanitary sewer systems to prevent spills;
- Eliminate discharges of sewage to waters of the State through effective implementation of a Sewer System Management Plan;
- Monitor, track, and analyze spills for ongoing system-specific performance improvements; and
- Report noncompliance with this General Order per reporting requirements.

STATEWIDE SANITARY SEWER SYSTEMS GENERAL ORDER

An Enrollee is a public, private, or other non-governmental entity that has obtained approval for regulatory coverage under this General Order, including:

- A state agency, municipality, special district, or other public entity that owns and/or operates one or more sanitary sewer systems:
 - greater than one (1) mile in length (each individual sanitary sewer system);
 - one (1) mile or less in length where the State Water Board or a Regional Water Board requires regulatory coverage under this Order; or
- A federal agency, private company, or other non-governmental entity that owns and/or operates a sanitary sewer system of any size where the State Water Board or a Regional Water Board requires regulatory coverage under this Order in response to a history of spills, proximity to surface water, or other factors supporting regulatory coverage.

For the purpose of this Order, a sanitary sewer system includes only systems owned and/or operated by the Enrollee.

2. REGULATORY COVERAGE AND APPLICATION REQUIREMENTS

2.1. Requirements for Continuation of Existing Regulatory Coverage

To continue regulatory coverage from previous Order 2006-0003-DWQ under this General Order, **within the 60-days-prior-to the Effective Date of this General Order**, the Legally Responsible Official of an existing Enrollee shall electronically certify the Continuation of Existing Regulatory Coverage form in the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database. The Legally Responsible Official will receive an automated CIWQS-issued Notice of Applicability email, confirming continuation of regulatory coverage under this General Order. All regulatory coverage under previous Order 2006-0003-DWQ will cease on the Effective Date of this Order.

An Enrollee continuing existing regulatory coverage is not required to submit a new application package or pay an application fee for enrollment under this General Order. The annual fee due date for continued regulatory coverage from previous Order 2006-0003-DWQ to this General Order remains unchanged.

A previous Enrollee of Order 2006-0003-DWQ that fails to certify the Continuation of Existing Regulatory Coverage form in the online CIWQS database by the Effective Date of this Order is considered a New Applicant, and will not have regulatory coverage for its sanitary sewer system(s) until:

- A new application package for system(s) enrollment is submitted per section 2.2 (Requirements for New Regulatory Coverage) below; and
- The new application package is approved per section 2.2.2 (Approval of Application Package (For New Applicants Only)).

2.2. Requirements for New Regulatory Coverage

No later than 60 days prior to commencing and/or assuming operation and maintenance responsibilities of a sanitary sewer system, a duly authorized representative that

STATEWIDE SANITARY SEWER SYSTEMS GENERAL ORDER

maintains legal authority over the public or private sanitary sewer system is required to enroll under this General Order by submitting a complete application package as specified below and as provided in Attachment B (Application for Enrollment Form) of this General Order.

Unless required by a Regional Water Board, a public agency that owns a combined sewer system subject to the Combined Sewer Overflow Control Policy (33 U.S. Code § 1342(q)), is not required to enroll, under this Order, the portions of its sanitary sewer system(s) that collects combined sanitary wastewater and stormwater.

2.2.1. Application Package Requirements

The Application for Enrollment package for new applicants must include the following items:

- **Application for Enrollment Form.** The form in Attachment B of this General Order must be completed, signed, and certified by a Legally Responsible Official, in accordance with section 5.1 (Designation of a Legally Responsible Official) of this General Order. If an electronic Application for Enrollment form is available at the time of application, a new applicant shall submit its application form electronically; and
- **Application Fee.** A fee payable to the “State Water Resources Control Board” in accordance with the Fee Schedule in the California Code of Regulations, Title 23, section 2200, or subsequent fee regulations updates.

The application fee for this General Order is based on the sanitary sewer system’s threat to water quality and complexity designations of category 2C or 3C, which is assigned based on the population served by the system. The current Fee Schedule for sanitary sewer systems is listed under subdivision (a)(2) at the following website: [Fee Schedule](https://www.waterboards.ca.gov/resources/fees/water_quality/) (https://www.waterboards.ca.gov/resources/fees/water_quality/).

2.2.2. Approval of Application Package (For New Applicants Only)

The Deputy Director of the State Water Board, Division of Water Quality (Deputy Director) will consider approval of each complete Application for Enrollment package. The Deputy Director will issue a Notice of Applicability letter which serves as approved regulatory coverage for the new Enrollee.

If the submitted application package is not complete in accordance with section 2.2.1 (Application Package Requirements) of this General Order, the Deputy Director will send a response letter to the applicant outlining the application deficiencies. The applicant will have 60 days from the date of the response letter to correct the application deficiencies and submit the identified items necessary to complete the application package to the State Water Board.

2.2.3. Electronic Reporting Account for New Enrollee

Within 30 days after the date of the Approval of Complete Application Package for System Enrollment, a duly authorized representative for the Enrollee shall obtain a CIWQS Sanitary Sewer System Database user account by clicking the “User Registration” button and following the directions on the [CIWQS Login Page](#)

STATEWIDE SANITARY SEWER SYSTEMS GENERAL ORDER

(<https://ciwqs.waterboards.ca.gov>). If additional assistance is needed to establish an online CIWQS user account, contact State Water Board staff by email at CIWQS@waterboards.ca.gov. The online user account will provide the Enrollee secure access to the online CIWQS database for electronic reporting.

2.3. Regulatory Coverage Transfer

Regulatory coverage under this General Order is not transferable to any person or party except after an existing Enrollee submits a written request for a regulatory coverage transfer to the Deputy Director, at least 60 days in advance of any proposed system ownership transfer. The written request must include a written agreement between the existing Enrollee and the new Enrollee containing:

- Acknowledgement that the transfer of ownership is solely of an existing system with an existing waste discharge identification (WDID) number;
- The specific ownership transfer date in which the responsibility and regulatory coverage transfer between the existing Enrollee and the new Enrollee becomes effective; and
- Acknowledgement that the existing Enrollee is liable for violations occurring up to the ownership transfer date and that the new Enrollee is liable for violations occurring on and after the ownership transfer date.

The Deputy Director will consider approval of the written request. If approved, the Deputy Director will issue a Notice of Applicability letter which serves as an approved transfer of regulatory coverage to the new Enrollee.

3. FINDINGS

3.1. Legal Authorities

3.1.1. Federal and State Regulatory Authority

The objective of the Clean Water Act is to restore and maintain the chemical, physical, and biological integrity of the waters of the United States (33 U.S.C. 1251). The Water Code authorizes the State Water Board to implement the Clean Water Act in the State and to protect the quality of all waters of the State (Water Code sections 13000 and 13160).

3.1.2. Discharge of Sewage

A discharge of untreated or partially treated sewage is a discharge of waste as defined in Water Code section 13050(d) that could affect the quality of waters of the State and is subject to regulation by waste discharge requirements issued pursuant to Water Code section 13263 and Chapter 9, Division 3, Title 23 of the California Code of Regulations. A discharge of sewage may pollute and alter the quality of the waters of the State to a degree that unreasonably affects the beneficial uses of the receiving water body or facilities that serve those beneficial uses (Water Code section 13050(l)(1)).

3.1.3 Water Boards Authority to Require Technical Reports, Monitoring, and Reporting

Water Code sections 13267 and 13383 authorize the Regional Water Boards and the State Water Board to establish monitoring, inspection, entry, reporting, and recordkeeping requirements. Water Code section 13267(b), authorizes the Regional Water Boards to “require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region... or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of water within its region shall furnish, under penalty of perjury, technical or monitoring reports which the regional board requires...In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports and shall identify the evidence that supports requiring that person to provide the reports.” Water Code section 13267(f) authorizes the State Water Board to require this information if it consults with the Regional Water Boards and determines that it will not duplicate the efforts of the Regional Water Boards. The State Water Board has consulted with the Regional Water Boards and made this determination.

The technical and monitoring reports required by this General Order and Attachment E (Notification, Monitoring, Reporting and Recordkeeping Requirements) are necessary to evaluate and ensure compliance with this General Order. The effort to develop required technical reports will vary depending on the system size and complexity and the needs of the specific technical report. The burden and cost of these reports are reasonable and consistent with the interest of the state in protecting water quality, which is the primary purpose of requiring the reports.

Water Code section 13383(a) authorizes the Water Boards to “establish monitoring, inspection, entry, reporting, and recordkeeping requirements... for any person who discharges, or proposes to discharge, to navigable waters, any person who introduces pollutants into a publicly owned treatment works, any person who owns or operates, or proposes to own or operate, a publicly owned treatment works or other treatment works treating domestic sewage, or any person who uses or disposes, or proposes to use or dispose, of sewage sludge.” Section 13383(b) continues, “the state board or the regional boards may require any person subject to this section to establish and maintain monitoring equipment or methods, including, where appropriate, biological monitoring methods, sample effluent as prescribed, and provide other information as may be reasonably required.”

Reporting of spills from privately owned sewer laterals and systems pursuant to section 5.15 (Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems) of this General Order is authorized by Water Code section 13225(c) and encouraged by the State Water Board, wherein a local agency may investigate and report on any technical factors involved in water quality control provided the burden including costs of such reports bears a reasonable relationship to the need for the report and the benefits to be obtained therefrom. The burden of reporting private spills under section 5.15 (Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems) is minimal and is outweighed by the benefit of providing Regional Water Boards an opportunity to respond to these spills

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when an Enrollee, which in many cases has a contractual relationship with the owner of the private system, has knowledge of the spills.

3.1.4. Water Board Authority to Prescribe General Waste Discharge Requirements

Water Code section 13263(i) provides that the State Water Board may prescribe general waste discharge requirements for a category of discharges if the State Water Board finds or determines that:

- The discharges are produced by the same or similar operations;
- The discharges involve the same or similar types of waste;
- The discharges require the same or similar treatment standards; and
- The discharges are more appropriately regulated under general waste discharge requirements than individual waste discharge requirements.

Since 2006, the State Water Board has been regulating over 1,100 publicly owned sanitary sewer systems (See section 3.1.5 (Previous Statewide General Waste Discharge Requirements) of this General Order). California also has a large unknown number of unregulated privately owned sanitary sewer systems. All waste conveyed in publicly owned and privately owned sanitary sewer systems (as defined in this General Order) is comprised of untreated or partially treated domestic waste and/or industrial waste. Generally, sanitary sewer systems are designed and operated to convey waste by gravity or under pressure; system-specific design elements and system-specific operations do not change the common nature of the waste, the common threat to public health, or the common impacts on water quality. Spills of waste from a sanitary sewer system prior to reaching the ultimate downstream treatment facility are unauthorized and enforceable by the State Water Board and/or a Regional Water Board. Therefore, spills from sanitary sewer systems are more appropriately regulated under general waste discharge requirements.

As specified in Water Code sections 13263(a) and 13241, the implementation of requirements set forth in this Order is for the reasonable protection of past, present, and probable future beneficial uses of water and the prevention of nuisance. The requirements implement the water quality control plans (Basin Plans) for each Regional Water Board and take into account the environmental characteristics of sewer service areas and hydrographic units within the state. Additionally, the State Water Board has considered water quality conditions that could reasonably be achieved through the coordinated control of all factors that affect water quality, costs associated with compliance with these requirements, the need for developing housing within California, and the need to protect sources of drinking water and other water supplies.

3.1.5. Previous Statewide General Waste Discharge Requirements

On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ serving as Waste Discharge Requirements pursuant to Article 4, Chapter 4, Division 7 of the Water Code (commencing with section 13260) for inadvertent discharges to waters of the State. Order 2006-0003-DWQ prohibited discharges of untreated or partially treated sewage. Order 2006-0003-DWQ also required system-specific management, operation, and maintenance of publicly owned sewer systems greater than one mile in length.

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To decrease the impacts on human health and the environment caused by sewage spills, the previous Order required enrollees to develop a rehabilitation and replacement plan that identifies system deficiencies and prioritizes short-term and long-term rehabilitation actions. The previous Order also required enrollees to:

1. Maintain information that can be used to establish and prioritize appropriate Sewer System Management Plan activities; and
2. Implement a proactive approach to reduce spills.

The previous Order required Sewer System Management Plan elements for “the proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management.”

On July 30, 2013, the State Water Board amended General Order 2006-0003-DWQ with Order WQ 2013-0058-EXEC, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

Many enrollees of Order 2006-0003-DWQ have already implemented proactive measures to reduce sewage spills. Other enrollees, however, still need technical assistance and funding to improve sanitary sewer system operation and maintenance for the reduction of sewage spills.

3.1.6. Existing Memorandum of Agreement with California Water Environment Association

The California Water Environment Association is a nonprofit organization dedicated to providing water industry certifications, training, and networking opportunities. The Association’s Technical Certification Program provides accredited sanitary sewer system operator certification for collection system operators and maintenance workers.

On February 10, 2016, the State Water Board entered into a collaborative agreement with the Association titled *Memorandum of Agreement Between the California State Water Resources Control Board and the California Water Environment Association - Training Regarding Requirements Set Forth in Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*. The Memorandum sets forth collaborative training necessary for regulated sanitary sewer system personnel to operate and maintain a well operating system and ensure full compliance with statewide sewer system regulations.

On March 15, 2018, the State Water Board and the California Water Environment Association amended the existing Memorandum of Agreement to include collaborative outreach and expand training needs associated with further updates to Water Board regulations for sanitary sewer systems. The State Water Board encourages further Agreement updates as necessary to support improved sewer system operations and the professionalism of collection system operators.

3.2. General

3.2.1. Waters of the State

Waters of the State include any surface water or groundwater, including saline waters, within the boundaries of the state as defined in Water Code section 13050(e), and are inclusive of waters of the United States.

3.2.2. Sanitary Sewer System Spill Threats to Public Health and Beneficial Uses

Sewage contains high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease and other pollutants. Sewage spills may cause a public nuisance, particularly when sewage is discharged to areas with high public exposure such as streets and surface waters used for drinking, irrigation, fishing, recreation, or other public consumption or contact uses.

More specifically, sanitary sewer spills may:

- Adversely affect aquatic life and/or threaten water quality when reaching receiving waters;
- Inadvertently release trash, including plastics;
- Impair the recreational use and aesthetic enjoyment of surface waters by polluting surface water or groundwater;
- Threaten public health through direct public exposure to bacteria, viruses, intestinal parasites, and other microorganisms that can cause serious illness such as gastroenteritis, hepatitis, cryptosporidiosis, and giardiasis;
- Negatively impact ecological receptors and biota within surface waters; and
- Cause nuisance including odors, closure of beaches and recreational areas, and property damage.

Sanitary sewer system spills may pollute receiving waters and threaten beneficial uses of surface water and groundwater. Potentially threatened beneficial uses include, but are not limited to the following (with associated acronym representations as included in statewide water quality control plans and Regional Water Boards' Basin Plans):

- Municipal and Domestic Supply (MUN)
- Water Contact Recreation (REC-1) and Non-Contact Water Recreation (REC-2)
- Cold Freshwater Habitat (COLD)
- Warm Freshwater Habitat (WARM)
- Native American Culture (CUL)
- Wildlife Habitat (WILD)
- Rare, Threatened, or Endangered Species (RARE)
- Spawning, Reproduction, and/or Early Development (SPWN)
- Wetland Habitat (WET)
- Agricultural Supply (AGR)
- Estuarine Habitat (EST)

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- Commercial and Sport Fishing (COMM)
- Subsistence Fishing (SUB)
- Tribal Tradition and Culture (CUL)
- Tribal Subsistence Fishing (T-SUB)
- Aquaculture (AQUA)
- Marine Habitat (MAR)
- Preservation of Biological Habitats of Special Significance (BIOL)
- Migration of Aquatic Organisms (MIGR)
- Shellfish Harvesting (SHELL)
- Industrial Process Supply (PROC)
- Industrial Service Supply (IND)
- Hydropower Generation (POW)
- Navigation (NAV)
- Flood Peak Attenuation/Flood Water Storage (FLD)
- Water Quality Enhancement (WQE)
- Fresh Water Replenishment (FRSH)
- Groundwater Recharge (GWR)
- Inland Saline Water Habitat (SAL)

3.2.3. Proactive Sanitary Sewer System Management to Eliminate Spill Causes

Finding 3 of the previous Order, 2006-0003-DWQ, states: “Sanitary sewer systems experience periodic failures resulting in discharges that may affect waters of the state. There are many factors (including factors related to geology, design, construction methods and materials, age of the system, population growth, and system operation and maintenance), which affect the likelihood of an SSO [sanitary sewer overflow]. A proactive approach that requires Enrollees to ensure a system-wide operation, maintenance, and management plan is in place will reduce the number and frequency of SSOs within the state. This approach will in turn decrease the risk to human health and the environment caused by SSOs.”

Many spills are preventable through proactive attention on sanitary sewer system management using the best practices and technologies available to address major causes of spills, including but not limited to:

- Blockages from sources including but not limited to:
 - Fats, oils and grease;
 - Tree roots;
 - Rags, wipes and other paper, cloth and plastic products; and
 - Sediment and debris.
- Sewer system damage and exceedance of sewer system hydraulic capacity from identified system-specific environmental, and climate-change impacts, including but not limited to:

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- Sea level rise impacts including flooding, coastal erosion, seawater intrusion, tidal inundation and submerged lands;
- Increased surface water flows due to higher intensity rain events;
- Flooding;
- Wildfires and wildfire induced impacts;
- Earthquake induced damage;
- Landslides; and
- Subsidence.
- Infrastructure deficiencies and failures, including but not limited to:
 - Pump station mechanical failures;
 - System age;
 - Construction material failures;
 - Manhole cover failures;
 - Structural failures; and
 - Lack of proper operation and maintenance.
- Insufficient system capacity (temporary or sustained), due to factors including but not limited to:
 - Excessive and/or increased storm or groundwater inflow/infiltration;
 - Insufficient capacity due to population increase and/or new connections from industrial, commercial and other system users; and
 - Stormwater capture projects utilizing a sanitary sewer system to convey stormwater to treatment facilities for reuse.
- Community impacts, including but not limited to:
 - Power outages;
 - Vandalism; and
 - Contractor-caused or other third party-caused damages.

3.2.4. Underground Sanitary Sewer System Leakage

Portions of some sanitary sewer systems may leak, causing underground exfiltration (exiting) of sewage from the system. Exfiltrated sewage that remains in the underground infrastructure trench and/or the soil matrix, and that does not discharge into waters of the State (surface water or groundwater) may not threaten beneficial uses.

Underground exfiltrated sewage may threaten beneficial uses if discharged to waters of the State. Exfiltrated sewage that discharges to groundwater may impact beneficial uses of groundwater and pollute groundwater supply. Additionally, if in close proximity, exfiltrated sewage may enter into a compromised underground drainage conveyance system that discharges into a water of the United States, or into groundwater that is hydrologically connected to (feeds into) a water of the United States, thus potentially causing: (1) a Clean Water Act violation, (2) threat and impact to beneficial uses, and/or (3) surface water pollution.

3.2.5. Proactive Sanitary Sewer System Management to Reduce Inflow and Infiltration

Excessive inflow (stormwater entering) and infiltration (groundwater seepage entering) to sanitary sewer systems is preventable through proactive sewer system management using the best practices and technologies available. The efficiency of the downstream wastewater treatment processes is dependent on the performance of the sanitary sewer system. When the structural integrity of a sanitary sewer system deteriorates, high volumes of inflow and infiltration can enter the sewer system. High levels of inflow and infiltration increase the hydraulic load on the downstream treatment plant, which can reduce treatment efficiency, lead to bypassing a portion of the treatment process, cause illegal discharge of partially treated effluent, or in extreme situations make biological treatment facilities inoperable (e.g., wash out the biological organisms that treat the waste).

3.3. Water Quality Control Plans, Policies and Resolutions

The nine Regional Water Boards have adopted region-specific water quality control plans (commonly referred to as Basin Plans) that designate beneficial uses, establish water quality objectives, and contain implementation programs and policies to achieve those objectives. The State Water Board has adopted statewide water quality control plans, policies and resolutions establishing statewide water quality objectives, implementation programs and initiatives.

3.3.1. State Water Board Antidegradation Policy

On October 28, 1968, the State Water Board adopted Resolution 68-16, titled Statement of Policy with Respect to Maintaining High Quality of Waters in California, which incorporates the federal antidegradation policy. Resolution 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings.

The continued prohibition of sewage discharges from sanitary sewer systems into waters of the State aligns with Resolution 68-16. A sewage discharge from sanitary sewers to waters of the State is prohibited by this Order. Therefore, this Order does not allow degradation of waters of the State. In addition, this Order: (1) further expands the existing prohibition of sewage discharges to include waters of the State, in addition to waters of the United States as provided in previous Order 2006-0003-DWQ, and (2) enhances the ability for Water Board enforcement of violations of the established prohibitions.

3.3.2. State Water Board Sources of Drinking Water Policy

On May 19, 1988, the State Water Board adopted Resolution 88-63 (amended on February 1, 2006), titled Sources of Drinking Water, establishing state policy that all waters of the State, with certain exceptions, are suitable or potentially suitable for municipal or domestic supply.

3.3.3. State Water Board Cost of Compliance Resolution

On September 24, 2013, the State Water Board adopted Resolution 2013-0029, titled Directing Actions in Response to Efforts by Stakeholders on Reducing Costs of

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Compliance While Maintaining Water Quality Protection. Through this resolution, the State Water Board committed to continued stakeholder engagement in identifying and implementing measures to reduce costs of compliance with regulatory orders while maintaining water quality protection and improving regulatory program outcomes.

3.3.4. State Water Board Human Right to Water Resolution

On February 16, 2016, the State Water Board adopted Resolution 2016-0010, titled Adopting the Human Right to Water as a Core Value and Directing its Implementation in Water Board Programs and Activities, addressing the human right to water as a core value and directing Water Board programs to implement requirements to support safe drinking water for all Californians.

On November 16, 2021, the State Water Board adopted Resolution 2021-0050 titled Condemning Racism, Xenophobia, Bigotry, and Racial Injustice, and Strengthening Commitment to Racial Equity, Diversity, Inclusion, Access, and Anti-racism. Among other actions, through Resolution 2021-0050, the State Water Board, in summary as corresponding to this General Order, reaffirms its commitment to its Human Right to Water resolution, upholding that every human being in California deserves safe, clean, affordable, and accessible water for human consumption, cooking, and sanitation purposes. Resolution 2021-0050 provides the State Water Board commitment to:

- Protect public health and beneficial uses of waterbodies in all communities, including communities disproportionately burdened by wastes discharge of waste to land and surface water;
- Restore impaired surface waterbodies and degraded aquifers; and
- Promote multi-benefit water quality projects.

Through Resolution 2021-0050, the State Water Board also commits to expanding implementation of its Climate Change Resolution to address the disproportionate effects of extreme hydrologic conditions and sea-level rise on Black, Indigenous, and people of color communities, prioritizing:

- The right to safe, clean, affordable, and accessible drinking water and sanitation;
- Sustainable management and protection of local groundwater resources;
- Healthy watersheds; and
- Access to surface waterbodies that support subsistence fishing.

On June 7, 2022, the State Water Board adopted a Resolution, titled Authorizing the Executive Director or Designee to Enter into One or More Multi-Year Contracts Up to a Combined Sum of \$4,000,000 for a Statewide Wastewater Needs Assessment, supporting the equitable access to sanitation for all Californians and implementation of Resolutions 2016-0010 and 2021-0050.

This General Order supports the State Water Board priority in collecting a comprehensive set of data for California's wastewater systems, including sanitary sewer systems. Data reported per the requirements of this Order will be used with data from other Water Boards' programs, to further develop criteria and create a statewide risk

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framework to prioritize critical funding and infrastructure investments for California's most vulnerable populations, including disadvantaged or severely disadvantaged communities with inadequate or failing sanitation systems and threatened access to healthy drinking water supplies.

3.3.5. State Water Board Open Data Resolution

On July 10, 2018, the State Water Board adopted Resolution 2018-0032, titled Adopting Principles of Open Data as a Core Value and Directing Programs and Activities to Implement Strategic Actions to Improve Data Accessibility and Associated Innovation, directing regulatory programs to assure all monitoring and reporting requirements support the State Water Boards' Open Data Initiative.

3.3.6. State Water Board Response to Climate Change

On March 7, 2017, the State Water Board adopted Resolution 2017-0012, titled Comprehensive Response to Climate Change, requiring a proactive response to climate change in all California Water Board actions, with the intent to embed climate change consideration into all programs and activities.

3.4. California Environmental Quality Act

The adoption of this Order is an action to reissue general waste discharge requirements that is exempt from the California Environmental Quality Act (Public Resources Code section 21000 et seq.) because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment (Cal. Code Regs., Title 14, section 15308). In addition, the action to adopt this Order is exempt from CEQA pursuant to Cal. Code Regs., Title 14, section 15301, to the extent that it applies to existing sanitary sewer collection systems that constitute "existing facilities" as that term is used in sections 15301 and 15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

3.5. State Water Board Funding Assistance for Compliance with Water Board Water Quality Orders

The State Water Board, Division of Financial Assistance administers the implementation of the State Water Board financial assistance programs, per Board-adopted funding policies. Among other funding areas, the Division administers loan and grant funding for the planning and construction of wastewater and water recycling facilities per funding program-specific policies and guidelines. Applicants may apply for Clean Water State Revolving Fund low-interest loan, Small Community Wastewater grant funding assistance, and other funding available at the time of application, for some of the costs associated with complying with this General Order.

Funding applicants may obtain further information regarding current funding opportunities, and Division of Financial Assistance staff contact information at the following website: [Financial Assistance Funding - Grants and Loans | California State Water Resources Control Board](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/).

(https://www.waterboards.ca.gov/water_issues/programs/grants_loans/)

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Section 13477.6 of the Water Code authorizes the Small Community Grant Fund. The Small Community Grant Fund allows the State Water Board to provide grant funding assistance to small, disadvantaged communities and small severely disadvantaged communities that may not otherwise be able to afford a loan or similar financing for projects to comply with requirements of this General Order. The State Water Board also considers loan forgiveness on a disadvantaged community-specific basis.

For disadvantaged communities' wastewater needs, the State Water Board places priority on the funding of projects that address:

- Public health;
- Violations of waste discharge requirements and National Pollutant Discharge Elimination System (NPDES) permits;
- Providing sewer system service to existing septic tank owners; and
- High priority public health and water quality concerns identified by a Regional Water Board.

3.6. Notification to Interested Parties

On January 31, 2022, the State Water Board notified interested parties and persons of its intent to reissue Sanitary Sewer Systems General Order 2006-0003-DWQ by issuing a draft General Order for a 60-day public comment period. State Water Board staff conducted extensive stakeholder outreach and encouraged public participation in the adoption process for this General Order. On March 15, 2022, the State Water Board held a public meeting to hear and consider oral public comments. The State Water Board considered all public comments prior to adopting this General Order.

THEREFORE, IT IS HEREBY ORDERED, that pursuant to Water Code sections 13263, 13267, and 13383 this General Order supersedes Order 2006-0003-DWQ, Order WQ 2013-0058-EXEC, and any amendments made to these Orders thereafter, except for enforcement purposes and to meet the provisions contained in Division 7 of the Water Code (commencing with section 13000) and regulations adopted thereunder, and the provisions of the Clean Water Act and regulations and guidelines adopted thereunder, the Enrollee shall comply with the requirements in this Order.

4. PROHIBITIONS

4.1 Discharge of Sewage from a Sanitary Sewer System

Any discharge from a sanitary sewer system that has the potential to discharge to surface waters of the State is prohibited unless it is promptly cleaned up and reported as required in this General Order.

4.2 Discharge of Sewage to Waters of the State

Any discharge from a sanitary sewer system, discharged directly or indirectly through a drainage conveyance system or other route, to waters of the State is prohibited.

4.3. Discharge of Sewage Creating a Nuisance

Any discharge from a sanitary sewer system that creates a nuisance or condition of pollution as defined in Water Code section 13050(m) is prohibited.

5. SPECIFICATIONS

5.1. Designation of a Legally Responsible Official

The Enrollee shall designate a Legally Responsible Official that has authority to ensure the enrolled sanitary sewer system(s) complies with this Order, and is authorized to serve as a duly authorized representative. The Legally Responsible Official must have responsibility over management of the Enrollee's entire sanitary sewer system, and must be authorized to make managerial decisions that govern the operation of the sanitary sewer system, including having the explicit or implicit duty of making major capital improvement recommendations to ensure long-term environmental compliance. The Legally Responsible Official must have or have direct authority over individuals that:

- Possess a recognized degree or certificate related to operations and maintenance of sanitary sewer systems, and/or
- Have professional training and experience related to the management of sanitary sewer systems, demonstrated through extensive knowledge, training and experience.

For example, a sewer system superintendent or manager, an operations manager, a public utilities manager or director, or a district engineer may be designated as a Legally Responsible Official.

The Legally Responsible Official shall complete the electronic [CIWQS "User Registration" form](https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp) (<https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp>). A Legally Responsible Official that represents multiple enrolled systems shall complete the electronic CIWQS "User Registration" form for each system.

The Enrollee shall submit any change to its Legally Responsible Official, and/or change in contact information, to the State Water Board within 30 calendar days of the change by emailing ciwqs@waterboards.ca.gov and copying the appropriate Regional Water Board as provided in Attachment F (Regional Water Quality Control Board Contact Information) of this General Order.

5.2. Sewer System Management Plan Development and Implementation

To facilitate adequate local funding and management of its sanitary sewer system(s), the Enrollee shall develop and implement an updated Sewer System Management Plan. The scale and complexity of the Sewer System Management Plan, and specific elements of the Plan, must match the size, scale and complexity of the Enrollee's sanitary sewer system(s). The Sewer System Management Plan must address, at minimum, the required Plan elements in Attachment D (Sewer System Management Plan – Required Elements) of this General Order. To be effective, the Sewer System Management Plan must include procedures for the management, operation, and maintenance of the sanitary sewer system(s). The procedures must: (1) incorporate the

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prioritization of system repairs and maintenance to proactively prevent spills, and (2) address the implementation of current standard industry practices through available equipment, technologies, and strategies.

For an existing Enrollee under Order 2006-0003-DWQ that has certified its Continuation of Existing Regulatory Coverage, per section 2.1 (Requirements for Continuation of Existing Regulatory Coverage) of this General Order:

Within six (6) months of the Adoption Date of this General Order:

- The Legally Responsible Official shall upload the Enrollee's existing Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database.

For a new Enrollee:

Within twelve (12) months of the Application for Enrollment approval date:

- The governing entity of the new Enrollee shall approve its Sewer System Management Plan; and
- The Legally Responsible Official shall certify and upload its Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database.

5.3. Certification of Sewer System Management Plan and Plan Updates

The Legally Responsible Official shall certify and upload its Sewer System Management Plan and all subsequent updates to the online CIWQS Sanitary Sewer System Database.

5.4. Sewer System Management Plan Audits

The Enrollee shall conduct an internal audit of its Sewer System Management Plan, and implementation of its Plan, at a minimum frequency of once every three years. The audit must be conducted for the period after the end of the Enrollee's last required audit period. **Within six months after the end of the required 3-year audit period**, the Legally Responsible Official shall submit an audit report into the online CIWQS Sanitary Sewer System Database per the requirements in section 3.10 (Sewer System Management Plan Audit Reporting Requirements) of Attachment E1 of this General Order.

Audit reports submitted to the CIWQS Sanitary Sewer System Database will be viewable only to Water Boards staff.

The internal audit shall be appropriately scaled to the size of the system(s) and the number of spills. The Enrollee's sewer system operators must be involved in completing the audit. At minimum, the audit must:

- Evaluate the implementation and effectiveness of the Enrollee's Sewer System Management Plan in preventing spills;
- Evaluate the Enrollee's compliance with this General Order;
- Identify Sewer System Management Plan deficiencies in addressing ongoing spills and discharges to waters of the State; and

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- Identify necessary modifications to the Sewer System Management Plan to correct deficiencies.

The Enrollee shall submit a complete audit report that includes:

- Audit findings and recommended corrective actions;
- A statement that sewer system operators' input on the audit findings has been considered; and
- A proposed schedule for the Enrollee to address the identified deficiencies.

A new Enrollee of this General Order (that did not have a sanitary sewer system enrolled in the previous State Water Board Order 2006-0003-DWQ) shall conduct its first internal Sewer System Management Plan audit for the time period between the date of submittal of its certified Sewer System Management Plan and the third subsequent December 31st date. The audit report must be submitted into the online CIWQS Sanitary Sewer System Database **by July 1 of the following calendar year.**

See the following tables for clarification:

Initial Audit Period and Audit Due Date for New Enrollees

	Audit Period	Audit Due Date
New Enrollee	Certified Sewer System Management Plan Submittal Date through the third subsequent December 31 st date	July 1 st date after audit period
<i>Example</i>	<i>Certified Sewer System Management Plan Submittal Date of August 2, 2025 Audit Period of August 2, 2025 through December 31, 2027</i>	<i>July 1, 2028</i>

Initial Audit Period for Transition from 2-Year Audit Required in Previous Order 2006-0003-DWQ to 3-Year Audit Required in this General Order

	Audit Period	Audit Due Date
An Enrollee previously regulated by Order 2006-003-DWQ	A 3-year period starting from the end of last required 2-year Audit Period	Within six months after end of 3-year Audit Period
<i>Example</i>	<i>Last required Audit Period start date of August 2, 2021; Audit Period of August 2, 2021 through August 1, 2024</i>	<i>February 1, 2025</i>

Three-Year Ongoing Audit Period

	Audit Period	Audit Due Date
Each Enrollee	A 3-year period starting from the end of last required Audit Period	Within six months after end of 3-year Audit Period

5.5. Six-Year Sewer System Management Plan Update

At a minimum, the Enrollee shall update its Sewer System Management Plan every six (6) years after the date of its last Plan Update due date. (For an Enrollee previously regulated by Order 2006-0003-DWQ, the six-year period shall commence on the due date identified in section 3.11 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this Order. The Updated Sewer System Management Plan must include:

- Elements required in Attachment D (Sewer System Management Plan – Required Elements) of this Order;
- Summary of revisions included in the Plan update based on internal audit findings; and
- Other sewer system management-related changes.

The Enrollee's governing entity shall approve the updated Plan. The Legally Responsible Official shall upload and certify the approved updated Plan in the online CIWQS Sanitary Sewer System Database in accordance with section 3.11 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order. During the time period in between Plan updates, the Enrollee shall continuously document changes to its Sewer System Management Plan in a change log attached to the Plan.

5.6. System Resilience

The Enrollee shall include and implement system-specific procedures in its Sewer System Management Plan to proactively prioritize: (1) operation and maintenance, (2) condition assessments, and (3) repair and rehabilitation, to address ongoing system resilience, as specified in Attachment D (Sewer System Management Plan – Required Elements) of this General Order.

5.7. Allocation of Resources

The Enrollee shall:

- Establish and maintain a means to manage all necessary revenues and expenditures related to the sanitary sewer system; and
- Allocate the necessary resources to its sewer system management program for:
 - Compliance with this General Order,
 - Full implementation of its updated Sewer System Management Plan,
 - System operation, maintenance, and repair, and
 - Spill responses.

5.8. Designation of Data Submitters

The Legally Responsible Official may designate one or more individuals as a Data Submitter for reporting of spill data. The Legally Responsible Official shall authorize the designation of Data Submitter(s) through the online [CIWQS database](https://ciwqs.waterboards.ca.gov) (<https://ciwqs.waterboards.ca.gov>) prior to the individuals establishing a [CIWQS user account](https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp) (<https://ciwqs.waterboards.ca.gov/ciwqs/newUser.jsp>) and entering spill data into the online CIWQS Sanitary Sewer System Database.

The Legally Responsible Official shall submit any change to its Data Submitter(s), and/or change in Data Submitter contact information, to the State Water Board within 30 calendar days of the change, by emailing ciwqs@waterboards.ca.gov and copying the appropriate Regional Water Board as provided in Attachment F (Regional Water Quality Control Board Contact Information) of this General Order.

5.9. Reporting Certification

The Legally Responsible Official shall electronically certify, on the Enrollee's behalf, all applications, reports, the Sewer System Management Plan(s) and corresponding updates, and other information submitted electronically into the online CIWQS Sanitary Sewer System Database, as follows:

"I certify under penalty of perjury under the laws of the State of California that the electronically submitted information was prepared under my direction or supervision. Based on my inquiry of the person(s) directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete, and complies with the Statewide Sanitary Sewer Systems General Order. I am aware that there are significant penalties for submitting false information."

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Hardcopy submittals to the State Water Board must be accompanied by the above certification statement.

5.10. System Capacity

The Enrollee shall maintain the system capacity necessary to convey: (1) base flows during dry weather conditions, and (2) wet weather peak flows consistent with designated local historic storms. Design storms must take into account system-specific stormwater contributions via inflow and infiltration, and location-specific depth of groundwater and storm frequencies. The Enrollee shall implement capital improvements to provide adequate hydraulic capacity to:

- Meet or exceed the design criteria as defined in the Enrollee's System Evaluation and Capacity Assurance element of its Sewer System Management Plan; and
- Prevent system capacity-related spills, and adverse impacts to the treatment efficiency of downstream wastewater treatment facilities.

5.11. System Performance Analysis

The Enrollee shall include a running 10-year system performance analysis in its Annual Report. The analysis must include two CIWQS-generated graphs presenting the following information:

Graph 1 – Total Spill Volume per Year:

X axis: A 10-year period which includes the current calendar year and the nine previous calendar years;

Y axis: The total spill volume, per Spill Category, for each calendar year.

Graph 2 – Total Number of Spills per Year:

X axis: A 10-year period which includes the current calendar year and the nine previous calendar years;

Y axis: The total number of spills, per Spill Category, for each calendar year.

The current calendar year is the calendar year covered in the Annual Report.

The Enrollee shall generate the graphs in CIWQS, using the existing data in the online CIWQS Sanitary Sewer System Database at the following graph generation link: (https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/PublicReportSSOServlet?reportAction=criteria&reportId=sso_operation_report).

5.12. Spill Emergency Response Plan and Remedial Actions

For Existing Enrollees (with regulatory coverage under Order 2006-0003-DWQ):

Within six (6) months of the Adoption Date of this General Order, the Enrollee shall update and implement its Spill Emergency Response Plan, per Attachment D, section 6 (Spill Emergency Response Plan) of this General Order.

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For New Enrollees:

Within six (6) months of the Application for Enrollment approval date, the Enrollee shall develop and implement a Spill Emergency Response Plan, per Attachment D, section 6 (Spill Emergency Response Plan) of this General Order.

The Enrollee shall certify, in its Annual Report, that its Spill Emergency Response Plan is up to date.

The Spill Emergency Response Plan shall include measures to protect public health and the environment. The Enrollee shall respond to spills from its system(s) in a timely manner that minimizes water quality impacts and nuisance by:

- Immediately stopping the spill and preventing/minimizing a discharge to waters of the State;
- Intercepting sewage flows to prevent/minimize spill volume discharged into waters of the State;
- Thoroughly recovering, cleaning up and disposing of sewage and wash down water; and
- Cleaning publicly accessible areas while preventing toxic discharges to waters of the State.

5.13. Notification, Monitoring, Reporting and Recordkeeping Requirements

The Enrollee shall comply with notification, monitoring, reporting, and recordkeeping requirements in Attachment E1 of this General Order.

5.13.1. Spill Categories

Individual spill notification, monitoring and reporting must be in accordance with the following spill categories:

- **Category 1 Spill**

A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under this General Order that results in a discharge to:

- A surface water, including a surface water body that contains no flow or volume of water; or
- A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

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A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the Enrollee shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

- **Category 2 Spill**

A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

- **Category 3 Spill**

A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

- **Category 4 Spill**

A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

5.13.2. Annual Report

The Enrollee shall submit an Annual Report (previously termed as Collection System Questionnaire in Order 2006-0003-DWQ) as specified in section 3.9 (Annual Report) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

For new Enrollees: Within 30 days of obtaining a CIWQS account, a new Enrollee shall submit its initial Annual Report, as specified in section 3.9 (Annual Report) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

5.14. Electronic Sanitary Sewer System Service Area Boundary Map

For continuing enrollees, starting on July 1, 2025, and no later than December 31, 2025:

For new enrollees – no earlier than July 1, 2025, or within 12 months of the Application for Enrollment approval date, whichever date is later:

The Legally Responsible Official shall submit, to the State Water Board, geospatial data detailing the locations of the Enrollee's sanitary sewer system service area boundary, per the required content and specifications in section 3.8 (Electronic Sanitary Sewer System Service Area Boundary Map) of Attachment E1 of this General Order, for each system identified by a WDID number.

An Enrollee of a disadvantaged community that may need assistance developing an electronic map to comply with this requirement, may contact State Water Board staff for assistance at SanitarySewer@waterboards.ca.gov.

5.15. Voluntary Reporting of Spills from Privately-Owned Sewer Laterals and/or Private Sanitary Sewer Systems

Within 24 hours of becoming aware of a spill (as described below) from a private sewer lateral or private sanitary sewer system that is not owned/operated by the Enrollee, the Enrollee is encouraged to report the following observations to the online CIWQS Sanitary Sewer System Database at the following link:

<https://ciwqs.waterboards.ca.gov>:

- A spill equal or greater than 1,000 gallons that discharges (or has a potential to discharge) to a water of the State, or a drainage conveyance system that discharges to waters of the State; **or**
- Any volume of sewage that discharges (or has a potential to discharge) to surface waters.

In the CIWQS module, the Enrollee is encouraged to identify:

- Time of observation;
- Description of general spill location (for example, street name and cross street names);
- Estimated volume of spill;
- If known, general description of spill destination (for example, flowing into drainage channel, flowing directly into a creek, etc.); and
- If known, name of private system owner/operator.

The CIWQS database will make the name and contact information of the entity voluntarily reporting a private spill, accessible to State and Regional Water Board staff only. The CIWQS database will only make information regarding the actual spill, accessible to the public.

5.16. Voluntary Notification of Spills from Privately-Owned Laterals and/or Systems to the California Office of Emergency Services

Upon observing or acquiring knowledge of any of the following from a private sewer lateral or private sanitary sewer system that is not owned/operated by the Enrollee, the Enrollee is encouraged to notify the California Office of Emergency Services (as provided by Health and Safety Code section 5410 et. seq. and Water Code section 13271), or inform the responsible party that State law requires such notification to the Office of Emergency Services by any person that causes or allows a sewage discharge to waters of the State:

- A spill equal to 1,000 gallons or more that discharges (or has a potential to discharge) to waters of the State, or a drainage conveyance system that discharges to waters of the State; or
- A spill of any volume to surface waters.

5.17. Unintended Failure to Report

If an Enrollee becomes aware that they unintentionally failed to submit relevant facts in any report required in this General Order, the Enrollee shall promptly notify Regional Water Board and State Water Board staff. Regional Water Board contact information is included in Attachment F of this Order. State Water Board staff shall be contacted by email at SanitarySewer@waterboards.ca.gov for assistance in formally amending the corresponding report(s) in the online CIWQS Sanitary Sewer System Database.

5.18. Duty to Report to Water Boards

In accordance with Water Code section 13267 and/or section 13383, upon request by the State Water Board Executive Director (or designee) or a Regional Water Board Executive Officer (or designee), the Enrollee shall provide the requested information which the State or Regional Water Board deems necessary to determine compliance with this General Order.

5.19. Operation and Maintenance

To prevent discharges to the environment, the Enrollee shall maintain in good working order, and operate as designed, any facility or treatment and control system designed to contain sewage and convey it to a treatment plant.

6. PROVISIONS

6.1. Enforcement Provisions

The following enforcement provisions are based on existing federal and state regulations, laws and policies, including the federal Clean Water Act, the state Water Code and the State Water Board Enforcement Policy.

6.1.1. Enforceability of Clean Water Act and Water Code Violations

Noncompliance with requirements of this General Order or discharging sewage without enrolling in this General Order constitutes a violation of the Water Code and a potential

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violation of the Clean Water Act and is grounds for an enforcement action by the State Water Board or the applicable Regional Water Board. Failure to comply with the notification, monitoring, inspection, entry, reporting, and recordkeeping requirements may subject the Enrollee to administrative civil liabilities of up to \$10,000 a day per violation pursuant to Water Code section 13385; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. Discharging waste not in compliance with the requirements of this General Order or the Clean Water Act may subject the Enrollee to administrative civil liabilities up to \$10,000 a day per violation and additional liability up to \$10 per gallon of discharge not cleaned up after the first 1,000 gallons of discharge; up to \$5,000 a day per violation pursuant to Water Code section 13350 or up to \$20 per gallon of waste discharged; or referral to the Attorney General for judicial civil enforcement.

6.1.2. Monetary Penalties

The Water Code provides the State and Regional Water Boards the authority to pursue formal enforcement actions, including imposing administrative liability and civil monetary penalties, for non-compliance with the requirements of this General Order and violations of the Clean Water Act.

6.1.3. Falsifying or Failure to Report

The Water Code provides that any person failing or refusing to furnish technical or monitoring program reports, as required under this General Order, or falsifying any information provided in the technical or monitoring reports is subject to administrative liability and civil monetary penalties. Any person who knowingly fails or refuses to furnish technical or monitoring program reports or falsifies any information provided in reports required by this General Order is subject to criminal penalties.

6.1.4. Severability of General Order

The provisions of this General Order are severable; if any provision of this Order, or the application of any provision of this Order to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this Order shall not be affected thereby.

6.1.5. Indirect Discharges

In the event that a spill enters into a drainage conveyance system, the Enrollee shall take all feasible steps to prevent discharge of sewage into waters of the State by blocking or redirecting the flow in the drainage conveyance system, removing the sewage from the drainage conveyance system, and cleaning the system in a manner that does not inadvertently impact beneficial uses of the receiving water body.

6.1.6. Water Boards' Considerations for Discretionary Enforcement

Consistent with the State Water Board Enforcement Policy, when considering Water Code section 13327 factors, the State Water Board or a Regional Water Board may consider the Enrollee's efforts to contain, control, clean up, and mitigate spills. In assessing the factors, the State Water Board or the applicable Regional Water Board will consider:

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- The Enrollee's compliance with this General Order with a focus on compliance with reporting requirements;
- The Enrollee's provision of adequate funding to implement the requirements of this General Order;
- The Enrollee's compliance with providing a complete and updated Sewer System Management Plan;
- The Enrollee's compliance with implementing its Sewer System Management Plan;
- The overall effectiveness of the Enrollee's Sewer System Management Plan with respect to:
 - System management, operation, and maintenance,
 - Adequate treatment facilities, sanitary sewer system facilities, and/or components with an appropriate design capacity, to reasonably prevent spills (e.g. adequately enlarging treatment or collection facilities to accommodate growth, infiltration and inflow, etc.),
 - Preventive maintenance (including cleaning, root grinding, and fats, oils, and grease control) and source control measures,
 - Implementation of backup equipment,
 - Inflow and infiltration prevention and control,
 - Appropriate sanitary sewer system capacity to prevent spills, and
 - The Enrollee's responsiveness to stop and mitigate the impact of the discharge;
- The Enrollee's compliance with identifying the cause of the spill;
- The Enrollee's use of available information and observations to accurately estimate the spill volume and identify the affected or potentially affected receiving waters;
- The Enrollee's thoroughness of cleaning up sewage in drainage conveyance systems after the spill(s);
- The Enrollee's use of water quality and biological monitoring and assessment to determine the short-term and long-term impacts to beneficial uses and the environment;
- The Enrollee's follow up actions to improve system performance;
- The Enrollee's implementation of feasible alternatives to prevent spills, such as:
 - Use of temporary storage or waste retention,
 - Reduction of system inflow and infiltration,
 - Collection and hauling of waste to a treatment facility,
 - Prevention of and/ or containment of spills due to a design storm event identified in the Enrollee's Sewer System Management Plan,

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- Implementation of available equipment, technologies, strategies, and recommended industry practices for maintaining and managing sewer systems to prevent spills, and contain and eliminate discharges to waters of the State; and
- The spill duration and factors beyond the reasonable control of the Enrollee causing the event.

6.1.7. Enforcement Discretion Based on Reporting Compliance

Consistent with the State Water Board Enforcement Policy, the State Water Board or a Regional Water Board may consider the Enrollee's efforts to comply with spill reporting requirements when determining compliance with Water Code section 13267 and section 13383. When assessing Water Code section 13227 factors, the State Water Board or the applicable Regional Water Board will consider:

- The Enrollee's diligence to comply with all reporting requirements in this General Order;
- The use of best available information for the Enrollee's reporting of spill start date and start time in which the release of sewage from the sanitary sewer system initiated;
- The Enrollee's reporting of spill end date, and end time to be the date and time in which the release of sewage from the sanitary sewer system was stopped;
- The Enrollee's diligence to accurately estimate and report spill volumes;
- The Enrollee's subsequent verification and/or updates to initial Draft Spill Reports in accordance with this General Order; and
- The Enrollee's timely certification of required spill reports.

Consistent with Water Code section 13267 and section 13383, the State Water Board or a Regional Water Board may require an Enrollee to report the results of a condition assessment of a specified portion of the Enrollee's sanitary sewer system.

6.2. Other Regional Water Board Orders

It is the intent of the State Water Board that sanitary sewer systems be regulated in a manner consistent with federal and state regulations. This Order will not be interpreted or applied:

- In a manner inconsistent with the federal Clean Water Act;
- To authorize a spill or discharge that is illegal under either the Clean Water Act, the Water Code, and/or an applicable Basin Plan prohibition or water quality standard;
- To prohibit a Regional Water Board from issuing an individual National Pollutant Discharge Elimination System (NPDES) permit or individual waste discharge requirements superseding an Enrollee's regulatory coverage under this General Order for a sanitary sewer system authorized under the Clean Water Act or Water Code;

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- To supersede any more specific or more stringent waste discharge requirements or enforcement orders issued by a Regional Water Board; or
- To supersede any more specific or more stringent state or federal requirements in existing regulation, an administrative/judicial order, or Consent Decree.

6.3. Sewer System Management Plan Availability

The Enrollee's updated Sewer System Management Plan must be maintained for public inspection at the Enrollee's offices and facilities and must be available to the public through CIWQS and/or on the Enrollee's website, in accordance with section 3.8 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

6.4. Entry and Inspection

6.4.1. Entry and Availability of Information

The Enrollee shall allow State and Regional Water Board staff, upon presentation of credentials and other documents as may be required by law, to:

- Enter upon the Enrollee's premises where a regulated facility or activity is located or conducted, or where records are kept under the requirements of this General Order;
- Have access to and reproduce any records required to be maintained by this General Order;
- Inspect any facility and/or equipment (including monitoring and control equipment), practices, or operations required in this General Order; and
- Sample or monitor substances or parameters for assuring compliance with this General Order, or as otherwise authorized by the Water Code.

6.4.2. Pre-Inspection Questionnaire

The Enrollee shall provide pre-inspection information to State and Regional Water Board staff through the completion of a Pre-Inspection Questionnaire provided by Water Board staff.

ATTACHMENT A - DEFINITIONS

Annual Report

An Annual Report (previously termed as Collection System Questionnaire in Order 2006-0003-DWQ) is a mandatory report in which the Enrollee provides a calendar-year update of its efforts to prevent spills.

Basin Plan

A Basin Plan is a water quality control plan specific to a Regional Water Quality Control Board (Regional Water Board), that serves as regulations to: (1) define and designate beneficial uses of surface and groundwaters, (2) establish water quality objectives for protection of beneficial uses, and (3) provide implementation measures.

Beneficial Uses

The term “Beneficial Uses” is a Water Code term, defined as the uses of the waters of the State that may be protected against water quality degradation. Examples of beneficial uses include but are not limited to, municipal, domestic, agricultural and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

California Integrated Water Quality System (CIWQS)

CIWQS is the statewide database that provides for mandatory electronic reporting as required in State and Regional Water Board-issued waste discharge requirements.

Data Submitter

A Data Submitter is an individual designated and authorized by the Enrollee's Legally Responsible Official to enter spill data into the online CIWQS Sanitary Sewer System Database. A Data Submitter does not have the authority of a Legally Responsible Official to certify reporting entered into the online CIWQS Sanitary Sewer System Database.

Disadvantaged Community

A disadvantaged community is a community with a median household income of less than eighty percent (80%) of the statewide annual median household income.

For the purpose of this General Order, there is no differentiation between a small and large disadvantaged community.

Drainage Conveyance System

A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

Enrollee

An Enrollee is a public, private, or other non-governmental entity that has obtained approval for regulatory coverage under this General Order, including:

- A state agency, municipality, special district, or other public entity that owns and/or operates one or more sanitary sewer systems:
 - greater than one (1) mile in length (each individual sanitary sewer system);
 - one mile or less in length where the State Water Resources Control Board or a Regional Water Quality Control Board requires regulatory coverage under this Order, or
- A federal agency, private company, or other non-governmental entity that owns and/or operates a sanitary sewer system of any size where the State Water Resources Control Board or a Regional Water Quality Control Board requires regulatory coverage under this Order in response to a history of spills, proximity to surface water, or other factors supporting regulatory coverage.

Environmentally Sensitive Area

An environmentally sensitive area is a designated agricultural and/or wildlife area identified to need special natural landscape protection due to its wildlife or historical value.

Exfiltration

Exfiltration is the underground exiting of sewage from a sanitary sewer system through cracks, offset or separated joints, or failed infrastructure due to corrosion or other factors.

Flood Control Channel

A flood control channel is a channel used to convey stormwater and non-stormwater flows through and from areas for flood management purposes.

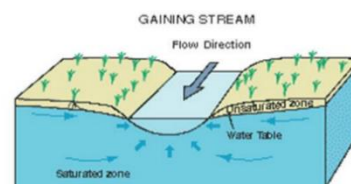
Governing Entity

A governing entity includes but is not limited to the following:

- A publicly elected governing board, council, or commission of a municipal agency;
- A Department or Division director of a federal or state agency that is not governed by a board;
- A governing board or commission of an organization or association; and
- A private system owner/manager that is not governed by a board.

Hydrologically Connected

Two waterbodies are hydrologically connected when one waterbody flows, or has the potential to flow, into the other waterbody. For the purpose of this General Order, groundwater is hydrologically connected to a surface water when the groundwater feeds into the surface water. (The surface waterbody in this example is termed a gaining stream as it gains flow from surrounding groundwater.)



Lateral (including Lower and Upper Lateral)

A lateral is an underground segment of smaller diameter pipe that transports sewage from a customer's building or property (residential, commercial, or industrial) to the Enrollee's main sewer line in a street or easement. Upper and lower lateral boundary definitions are subject to local jurisdictional codes and ordinances, or private system ownership.

A lower lateral is the portion of the lateral located between the sanitary sewer system main, and either the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations.

An upper lateral is the portion of the lateral from the property line, sewer clean out, curb line, established utility easement boundary, or other jurisdictional locations, to the building or property.

Legally Responsible Official

A Legally Responsible Official is an official representative, designated by the Enrollee, with authority to sign and certify submitted information and documents required by this General Order.

Nuisance

For the purpose of this General Order, a nuisance, as defined in Water Code section 13050(m), is anything that meets all of the following requirements:

- Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;
- Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; and
- Occurs during, or as a result of, the treatment or disposal of wastes.

Private Sewer Lateral

A private sewer lateral is the privately-owned lateral that transports sewage from private property(ies) into a sanitary sewer system.

Private Sanitary Sewer System

A private sanitary sewer system is a sanitary sewer system of any size that is owned and/or operated by a private individual, company, corporation, or organization. A private sanitary sewer system may or may not connect into a publicly owned sanitary sewer system.

Potential to Discharge, Potential Discharge

Potential to Discharge, or Potential Discharge, means any exiting of sewage from a sanitary sewer system which can reasonably be expected to discharge into a water of the State based on the size of the sewage spill, proximity to a drainage conveyance system, and the nature of the surrounding environment.

Receiving Water

A receiving water is a water of the State that receives a discharge of waste.

Resilience

Resilience is the ability to recover from or adjust to adversity or change, and grow from disruptions. Resilience can be built through planning, preparing for, mitigating, and adapting to changing conditions.

Sanitary Sewer System

A sanitary sewer system is a system that is designed to convey sewage, including but not limited to, pipes, manholes, pump stations, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks, including:

- Laterals owned and/or operated by the Enrollee;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks and diversion structures.

For purpose of this Order, sanitary sewer systems include only systems owned and/or operated by the Enrollee.

Satellite Sewer System

A satellite sewer system is a portion of a sanitary sewer system owned or operated by a different owner than the owner of the downstream wastewater treatment facility ultimately treating the sewage.

Sewer System Management Plan

A sewer system management plan is a living document an Enrollee develops and implements to effectively manage its sanitary sewer system(s) in accordance with this General Order.

Sewage

Sewage, and its associated wastewater, is untreated or partially treated domestic, municipal, commercial and/or industrial waste (including sewage sludge), and any mixture of these wastes with inflow or infiltration of stormwater or groundwater, conveyed in a sanitary sewer system.

Spill

A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under this General Order if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

Training

Training is in-house or external education and guidance needed that provides the knowledge, skills, and abilities to comply with this General Order.

Wash Down Water

Wash down water is water used to clean a spill area.

Waste

Waste, as defined in Water Code section 13050(d), includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

Waste Discharge Identification Number (WDID)

A waste discharge identification number (WDID) identifies each individual sanitary sewer system enrolled under this General Order. A WDID number is assigned to each enrolled system upon an Enrollee's approved regulatory coverage.

Waters of the State

Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

Waters of the United States

Waters of the United States are surface waters or waterbodies that are subject to federal jurisdiction in accordance with the Clean Water Act.

Water Quality Objective

A water quality objective is the limit or maximum amount of pollutant, waste constituent or characteristic, or parameter level established in statewide water quality control plans and Regional Water Boards' Basin Plans, for the reasonable protection of beneficial uses of surface waters and groundwater and the prevention of nuisance.

ATTACHMENT B – APPLICATION FOR ENROLLMENT

1. Enrollment Status: (Mark only one item)

☐ New Enrollee

☐ New Enrollee with previous regulatory coverage under Order 2006-0003-DWQ
(that failed to certify continuation of coverage in CIWQS per Order 2022-XXXX-DWQ)

Existing WDID Number: _____

2. Applicant Information:

Legally Responsible Official Submitting Application

First and Last Name: _____

Title: _____

Phone: _____

Email: _____

System Owner/Operator Name: _____

Mailing Address: _____

City, State, Zip: _____

County: _____

Sanitary Sewer System Name: _____

Regional Water Quality Control Board(s): _____

Signature and Date: _____

3. Applicant Type (Check one):

☐ City ☐ County ☐ State ☐ Federal ☐ Special District

☐ Government Combination ☐ Private ☐ Other Non-governmental Entity

4. Wastewater Treatment Plant Receiving Sanitary Sewer System Waste:

Wastewater Treatment Plant Permittee: _____

WDID No.: _____

5. Billing Information

Billing Address: _____

City, State, Zip: _____

Billing Contact Person and Title: _____

Phone and Email Address: _____

6. Application Fee:

The application fee, as required by Water Code section 13260, is based on the daily population served by the sanitary sewer system. See updated [Fee Schedule](https://www.waterboards.ca.gov/resources/fees/water_quality/).
(https://www.waterboards.ca.gov/resources/fees/water_quality/)

Check one of the following and enter fee amount:

☐ Population Served < 50,000 – Total Fee submitted: \$ _____

☐ Population Served ≥ 50,000 – Total Fee submitted: \$ _____

Make the fee payment payable to the State Water Resources Control Board and mail the complete application package to:

State Water Resources Control Board, Accounting Office

P. O. Box 1888

Sacramento, CA 95812-1888

Attention: Statewide Sanitary Sewer System Program

7. Application Submittal Certification

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the information in the submitted application package is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Print Name: _____

Title: _____

Signature: _____ Date: _____

ATTACHMENT C - NOTICE OF TERMINATION

1. Enrollee Information

Enrollee Name: _____

WDID No: _____

Legally Responsible Official Requesting Termination of Coverage: _____

First and Last Name: _____

Title: _____

Phone: _____

Email: _____

Mailing Address: _____

City, State, Zip: _____

County: _____

Sanitary Sewer System Name(s) or Unique Identifier(s): _____

Regional Water Quality Control Board(s): _____

Signature and Date: _____

2. Basis of Termination

Explanation of termination, including subsequent regulatory coverage and subsequent owner/operator of enrolled sanitary sewer system, as applicable:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

3. Regulatory Coverage Termination Certification

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge: 1) the sanitary sewer system I officially represent is not required to be regulated under the Statewide Waste Discharge Requirements for Sanitary Sewer Systems Order 2022-XXXX-DWQ, and 2) the information submitted in this Notice of Termination is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. Additionally, I understand that the submittal of this Notice of Termination does not release sanitary sewer system agencies from liability for any violations of the Clean Water Act.

Print Name: _____

Title: _____

Signature: _____ Date: _____

For State Water Board Use Only

☐ Approved for Termination

☐ Denied and Returned to Enrollee

Deputy Director of Water Quality Signature: _____

Date: _____ Notice of Termination Effective Date: _____

ATTACHMENT D – SEWER SYSTEM MANAGEMENT PLAN – REQUIRED ELEMENTS

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ATTACHMENT D – SEWER SYSTEM MANAGEMENT PLAN – REQUIRED ELEMENTS

A Sewer System Management Plan (Plan) is a living planning document that documents ongoing local sewer system management program activities, procedures, and decision-making – at the scale necessary to address the size and complexity of the subject sanitary sewer system(s). This Plan may incorporate other programs and other plans by reference, to address short-term and long-term system resilience through:

- Proactive planning and decision-making;
- Local government ordinances;
- Updated operations and maintenance activities and procedures;
- Implementation of capital improvements;
- Sufficient local budget to support staff resources, contractors, equipment, and training; and
- Updated training of staff and contractors.

The Enrollee's development, update, and implementation of a Sewer System Management Plan addressing the requirements of this Attachment is an enforceable component of this General Order. As specified in Provision 6.1 (Enforcement Provisions) of this General Order, consistent with the Water Code and the State Water Board Enforcement Policy, the State Water Board or a Regional Water Board may consider the Enrollee's efforts in implementing an effective Sewer System Management Plan to prevent, contain, control, and mitigate spills when considering Water Code section 13327 factors to determine necessary enforcement of this General Order.

This Attachment includes the following required elements that the Enrollee shall address in its Plan and subsequent updates. The Enrollee shall identify any requirement in this Attachment that is not applicable to the Enrollee's sewer system and shall explain in its Plan why the requirement is not applicable.

1. SEWER SYSTEM MANAGEMENT PLAN GOAL AND INTRODUCTION

The goal of the Sewer System Management Plan (Plan) is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee's sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.

The Plan must include a narrative Introduction section that discusses the following items:

1.1. Regulatory Context

The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.

1.2. Sewer System Management Plan Update Schedule

The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.

1.3. Sewer System Asset Overview

The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:

- Location, including county(ies);
- Service area boundary;
- Population and community served;
- System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;
- Structures diverting stormwater to the sewer system;
- Data management systems;
- Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;
- Estimated number or percent of residential, commercial, and industrial service connections; and
- Unique service boundary conditions and challenge(s).

Additionally, the Plan Introduction section must provide reference to the Enrollee's up-to-date map of its sanitary sewer system, as required in section 4.1 (Updated Map of Sanitary Sewer System) of this Attachment.

2. ORGANIZATION

The Plan must identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:

- The name of the Legally Responsible Official as required in section 5.1 (Designation of a Legally Responsible Official) of this General Order;
- The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan elements;
- Organizational lines of authority; and
- Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county

health officer, county environmental health agency, and State Office of Emergency Services.)

3. LEGAL AUTHORITY

The Plan must include copies or an electronic link to the Enrollee's current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:

- Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;
- Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;
- Require that sewer system components and connections be properly designed and constructed;
- Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;
- Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and
- Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

4. OPERATION AND MAINTENANCE PROGRAM

The Plan must include the items listed below that are appropriate and applicable to the Enrollee's system.

4.1. Updated Map of Sanitary Sewer System

An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.

4.2. Preventive Operation and Maintenance Activities

A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors.

The scheduling system must include:

- Inspection and maintenance activities;

- Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems;
- Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes.

The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure.

4.3. Training

In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:

- The requirements of this General Order;
- The Enrollee's Spill Emergency Response Plan procedures and practice drills;
- Skilled estimation of spill volume for field operators; and
- Electronic CIWQS reporting procedures for staff submitting data.

4.4. Equipment Inventory

An inventory of sewer system equipment, including the identification of critical replacement and spare parts.

5. DESIGN AND PERFORMANCE PROVISIONS

The Plan must include the following items as appropriate and applicable to the Enrollee's system:

5.1. Updated Design Criteria and Construction Standards and Specifications

Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.

5.2. Procedures and Standards

Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

6. SPILL EMERGENCY RESPONSE PLAN

The Plan must include an up to date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
- Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in this General Order; and
- Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.

7. SEWER PIPE BLOCKAGE CONTROL PROGRAM

The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed.

The procedures must include, at minimum:

- An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;
- A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;
- The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;
- Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements;
- Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;
- An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and
- Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.

8. SYSTEM EVALUATION, CAPACITY ASSURANCE AND CAPITAL IMPROVEMENTS

The Plan must include procedures and activities for:

- Routine evaluation and assessment of system conditions;
- Capacity assessment and design criteria;
- Prioritization of corrective actions; and
- A capital improvement plan.

8.1 System Evaluation and Condition Assessment

The Plan must include procedures to:

- Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;

- Identify and justify the amount (percentage) of its system for its condition to be assessed each year;
- Prioritize the condition assessment of system areas that:
 - Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;
 - Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;
 - Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List;
- Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection methods;
- Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;
- Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and
- Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.

8.2. Capacity Assessment and Design Criteria

The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- Dry-weather peak flow conditions that cause or contributes to spill events;
- The appropriate design storm(s) or wet weather events that causes or contributes to spill events;
- The capacity of key system components; and
- Identify the major sources that contribute to the peak flows associated with sewer spills.

The capacity assessment must consider:

- Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;
- Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;

- Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;
- Increases of erosive forces in canyons and streams near underground and above-ground system components due to larger and/or higher-intensity storm events;
- Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and
- Necessary redundancy in pumping and storage capacities.

8.3. Prioritization of Corrective Action

The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.

8.4. Capital Improvement Plan

The capital improvement plan must include the following items:

- Project schedules including completion dates for all portions of the capital improvement program;
- Internal and external project funding sources for each project; and
- Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and Interagency coordination with other impacted utility agencies.

9. MONITORING, MEASUREMENT AND PROGRAM MODIFICATIONS

The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:

- Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;
- Monitoring the implementation and measuring the effectiveness of each Plan Element;
- Assessing the success of the preventive operation and maintenance activities;
- Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and
- Identifying and illustrating spill trends, including spill frequency, locations and estimated volumes.

10. INTERNAL AUDITS

The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order.

11. COMMUNICATION PROGRAM

The Plan must include procedures for the Enrollee to communicate with:

- The public for:
 - Spills and discharges resulting in closures of public areas, or that enter a source of drinking water, and
 - The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.
- Owners/operators of systems that connect into the Enrollee's system, including satellite systems, for:
 - System operation, maintenance, and capital improvement-related activities.

ATTACHMENT E1 – NOTIFICATION, MONITORING, REPORTING AND RECORDKEEPING REQUIREMENTS

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ATTACHMENT E1– NOTIFICATION, MONITORING, REPORTING AND RECORDKEEPING REQUIREMENTS

The Notification Requirements (section 1), Spill-specific Monitoring Requirements (section 2), Reporting Requirements (section 3) and Recordkeeping Requirements (section 4) in this Attachment are pursuant to Water Code section 13267 and section 13383, and are an enforceable component of this General Order. For the purpose of this General Order, the term:

- Notification means the notifying of appropriate parties of a spill event or other activity.
- Spill-specific Monitoring means the gathering of information and data for a specific spill event to be reported or kept as records.
- Reporting means the reporting of information and data into the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database.
- Recordkeeping means the maintaining of information and data in an official records storage system.

Failure to comply with the notification, monitoring, reporting and recordkeeping requirements in this General Order may subject the Enrollee to civil liabilities of up to \$10,000 a day per violation pursuant to Water Code section 13385; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement.

Water Code section 13193 et seq. requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Resources Control Board (State Water Board) to collect sanitary sewer spill information for each spill event and make this information available to the public. Sanitary sewer spill information for each spill event includes but is not limited to: Enrollee contact information for each spill event, spill cause, estimated spill volume and factors used for estimation, location, date, time, duration, amount discharged to waters of the State, response and corrective action(s) taken.

1. NOTIFICATION REQUIREMENTS

1.1. Notification of Spills of 1,000 Gallons or Greater to the California Office of Emergency Services

Per Water Code section 13271, for a spill that discharges in or on any waters of the State, or discharges or is deposited where it is, or probably will be, discharged in or on any waters of the State, the Enrollee shall notify the California Office of Emergency Services and obtain a California Office of Emergency Services Control Number as soon as possible **but no later than two (2) hours** after:

- The Enrollee has knowledge of the spill; and
- Notification can be provided without substantially impeding cleanup or other emergency measures.

The notification requirements in this section apply to individual spills of 1,000 gallons or greater, from an Enrollee-owned and/or operated laterals, to a water of the State.

1.2. Spill Notification Information

The Enrollee shall provide the following spill information to the California Office of Emergency Services before receiving a Control Number, as applicable:

- Name and phone number of the person notifying the California Office of Emergency Services;
- Estimated spill volume (gallons);
- Estimated spill rate from the system (gallons per minute);
- Estimated discharge rate (gallons per minute) directly into waters of the State or indirectly into a drainage conveyance system;
- Spill incident description:
 - Brief narrative of the spill event, and
 - Spill incident location (address, city, and zip code) and closest cross streets and/or landmarks;
- Name and phone number of contact person on-scene;
- Date and time the Enrollee was informed of the spill event;
- Name of sanitary sewer system causing the spill;
- Spill cause or suspected cause (if known);
- Amount of spill contained;
- Name of receiving water body receiving or potentially receiving discharge; and
- Description of water body impact and/ or potential impact to beneficial uses.

1.3. Notification of Spill Report Updates

Following the initial notification to the California Office of Emergency Services and until such time that the Enrollee certifies the spill report in the online CIWQS Sanitary Sewer System Database, the Enrollee shall provide updates to the California Office of Emergency Services regarding substantial changes to:

- Estimated spill volume (increase or decrease in gallons initially estimated);
- Estimated discharge volume discharged directly into waters of the State or indirectly into a drainage conveyance system (increase or decrease in gallons initially estimated); and
- Additional impact(s) to the receiving water(s) and beneficial uses.

2. SPILL-SPECIFIC MONITORING REQUIREMENTS

2.1 Spill Location and Spread

The Enrollee shall visually assess the spill location(s) and spread using photography, global positioning system (GPS), and other best available tools. The Enrollee shall document the critical spill locations, including:

- Photography and GPS coordinates for:
 - The system location where spill originated.
For multiple appearance points of a single spill event, the points closest to the spill origin.
- Photography for:
 - Drainage conveyance system entry locations,
 - The location(s) of discharge into surface waters, as applicable,
 - Extent of spill spread, and
 - The location(s) of clean up.

2.2 Spill Volume Estimation

To assess the approximate spill magnitude and spread, the Enrollee shall estimate the total spill volume using updated volume estimation techniques, calculations, and documentation for electronic reporting. The Enrollee shall update its notification and reporting of estimated spill volume (which includes spill volume recovered) as further information is gathered during and after a spill event.

2.3. Receiving Water Monitoring

2.3.1. Receiving Water Visual Observations

Through visual observations and use of best available spill volume-estimating techniques and field calculation techniques, the Enrollee shall gather and document the following information for spills discharging to surface waters:

- Estimated spill travel time to the receiving water;
- For spills entering a drainage conveyance system, estimated spill travel time from the point of entry into the drainage conveyance system to the point of discharge into the receiving water;
- Estimated spill volume entering the receiving water; and
- Photography of:
 - Waterbody bank erosion,
 - Floating matter,
 - Water surface sheen (potentially from oil and grease),

- Discoloration of receiving water, and
- Impact to the receiving water.

2.3.2. Receiving Water – Water Quality Sampling and Analysis

For sewage spills in which an estimated 50,000 gallons or greater are discharged into a surface water, the Enrollee shall conduct the following water quality sampling no later than **18 hours** after the Enrollee's knowledge of a potential discharge to a surface water:

- Collect one water sample, each day of the duration of the spill, at:
 - The DCS-001 location as described in section 2.3.4 (Receiving Water Sampling Locations) of this Attachment, if sewage discharges to a surface water via a drainage conveyance system; and/or
 - Each of the three receiving water sampling locations in section 2.3.4 (Receiving Water Sampling Locations) of this Attachment;

If the receiving water has no flow during the duration of the spill, the Enrollee must report "No Sampling Due To No Flow" for its receiving water sampling locations.

The Enrollee shall analyze the collected receiving water samples for the following constituents per section 2.3.3 (Water Quality Analysis Specifications) of this Attachment:

- Ammonia, and
- Appropriate bacterial indicator(s) per the applicable Basin Plan water quality objectives, including one or more of the following, unless directed otherwise by the Regional Water Board:
 - Total Coliform Bacteria
 - Fecal Coliform Bacteria
 - *E-coli*
 - Enterococcus

Dependent on the receiving water(s), sampling of bacterial indicators shall be sufficient to determine post-spill (after the spill) compliance with the water quality objectives and bacterial standards of the California Ocean Plan or the California Inland Surface Water Enclosed Bays, and Estuaries Plan, including the frequency and/or number of post-spill receiving water samples as may be specified in the applicable plans.

The Enrollee shall collect and analyze additional samples as required by the applicable Regional Water Board Executive Officer or designee.

2.3.3. Water Quality Analysis Specifications

Spill monitoring must be representative of the monitored activity (40 Code of Federal Regulations section 122.41(j)(1)).

Sufficiently Sensitive Methods

Sample analysis must be conducted according to sufficiently sensitive test methods approved under 40 Code of Federal Regulations Part 136 for the sample analysis of pollutants. For the purposes of this General Order, a method is sufficiently sensitive when the minimum level of the analytical method approved under 40 Code of Federal Regulations Part 136 is at or below the receiving water pollutant criteria.

Environmental Laboratory Accreditation Program-Accredited Laboratories

The analysis of water quality samples required per this General Order must be performed by a laboratory that has accreditation pursuant to Article 3 (commencing with section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. (Water Code section 13176(a).) The State Water Board accredits laboratories through its Environmental Laboratory Accreditation Program (ELAP).

2.3.4. Receiving Water Sampling Locations

The Enrollee shall collect receiving water samples at the following locations.

Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Receiving Surface Water Sampling (RSW)¹

Sampling Location	Sampling Location Description
RSW-001 Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U: Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.

Sampling Location	Sampling Location Description
RSW-001D: Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

¹ The Enrollee must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.

2.4. Safety and Access Exceptions

If the Enrollee encounters access restrictions or unsafe conditions that prevents its compliance with spill response requirements or monitoring requirements in this General Order, the Enrollee shall provide documentation of access restrictions and/or safety hazards in the corresponding required report.

3. REPORTING REQUIREMENTS

All reporting required in this General Order must be submitted electronically to the online [CIWQS Sanitary Sewer System Database](https://ciwqs.waterboards.ca.gov) (<https://ciwqs.waterboards.ca.gov>), unless specified otherwise in this General Order. Electronic reporting may solely be conducted by a Legally Responsible Official or Data Submitter(s) previously designated by the Legally Responsible Official, as required in section 5.8 (Designation of Data Submitters) of this General Order.

The Enrollee shall report any information that is protected by the Homeland Security Act, by email to SanitarySewer@waterboards.ca.gov, with a brief explanation of the protection provided by the Homeland Security Act for the subject report to be protected from unauthorized disclosure and/or public access, and for official Water Board regulatory purposes only.

3.1. Reporting Requirements for Individual Category 1 Spill Reporting

3.1.1. Draft Spill Report for Category 1 Spills

Within three (3) business days of the Enrollee's knowledge of a Category 1 spill, the Enrollee shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;

5. Estimated spill start date and time;
6. Date and time the Enrollee notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated;
 - If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
 - Description of the drainage conveyance system transporting the spill;
 - Photographs of the drainage conveyance system entry location(s);
 - Estimated spill volume fully recovered from the drainage conveyance system;
 - Estimated spill volume remaining within the drainage conveyance system;
11. Description and photographs of all discharge point(s) into the surface water;
12. Estimated spill volume that discharged to surface waters; and
13. Estimated total spill volume recovered.

3.1.2. Certified Spill Report for Category 1 Spills

Within 15 calendar days of the spill end date, the Enrollee shall submit a Certified Spill Report for Category 1 spills, to the online CIWQS Sanitary Sewer System Database. Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 3.1.1 (Draft Spill Report for Category 1 Spills) above:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
 - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;

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4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, lateral, pump station, etc.);
6. Description of the pipe material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
14. Name and type of receiving water body(s);
15. Description of the water body(s), including but not limited to:
 - Observed impacts on aquatic life,
 - Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
 - Responsible entity for closing/restricting use of water body, and
 - Number of days closed/restricted as a result of the spill.
16. Whether or not the spill was located within 1,000 feet of a municipal surface water intake; and
17. If water quality samples were collected, identify sample locations and the parameters the water quality samples were analyzed for. If no samples were taken, Not Applicable shall be selected.

3.1.3. Spill Technical Report for Individual Category 1 Spill in which 50,000 Gallons or Greater Discharged into a Surface Water

For any spill in which 50,000 gallons or greater discharged into a surface water, **within 45 calendar days** of the spill end date, the Enrollee shall submit a Spill Technical Report to the online CIWQS Sanitary Sewer System Database. The Spill Technical Report, at minimum, must include the following information:

1. Spill causes and circumstances, including at minimum:
 - Complete and detailed explanation of how and when the spill was discovered;

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- Photographs illustrating the spill origin, the extent and reach of the spill, drainage conveyance system entrance and exit, receiving water, and post-cleanup site conditions;
 - Diagram showing the spill failure point, appearance point(s), the spill flow path, and ultimate destinations;
 - Detailed description of the methodology employed, and available data used to calculate the discharge volume and, if applicable, the recovered spill volume;
 - Detailed description of the spill cause(s);
 - Description of the pipe material, and estimated age of the pipe material, at the failure location;
 - Description of the impact of the spill;
 - Copy of original field crew records used to document the spill; and
 - Historical maintenance records for the failure location.
2. Enrollee's response to the spill:
- Chronological narrative description of all actions taken by the Enrollee to terminate the spill;
 - Explanation of how the Sewer System Management Plan Spill Emergency Response Plan was implemented to respond to and mitigate the spill; and
 - Final corrective action(s) completed and a schedule for planned corrective actions, including:
 - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable,
 - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences, and
 - Necessary modifications to the Emergency Spill Response Plan to incorporate lessons learned in responding to and mitigating the spill.
3. Water Quality Monitoring, including at minimum:
- Description of all water quality sampling activities conducted;
 - List of pollutant and parameters monitored, sampled and analyzed; as required in section 2.3 (Receiving Water Monitoring) of this Attachment;
 - Laboratory results, including laboratory reports;
 - Detailed location map illustrating all water quality sampling points; and
 - Other regulatory agencies receiving sample results (if applicable).
4. Evaluation of spill impact(s), including a description of short-term and long-term impact(s) to beneficial uses of the surface water.

3.1.4. Amended Certified Spill Reports for Individual Category 1 Spills

The Enrollee shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After **90 calendar days**, the Enrollee shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

3.2. Reporting Requirements for Individual Category 2 Spill Reporting

3.2.1. Draft Spill Report for Category 2 Spills

Within three (3) business days of the Enrollee's knowledge of a Category 2 spill, the Enrollee shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database.

The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Date and time the Enrollee notified the California Office of Emergency Services, and the assigned control number;
7. Description, photographs, and GPS coordinates of the system location where the spill originated;

If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;

8. Estimated total spill volume exiting the system;
9. Description and photographs of the extent of the spill and spill boundaries;
10. Did the spill reach a drainage conveyance system? If Yes:
 - Description of the drainage conveyance system transporting the spill;
 - Photographs of the drainage conveyance system entry location(s);
 - Estimated spill volume fully recovered from the drainage conveyance system;
 - Estimated spill volume remaining within the drainage conveyance system;

- Estimated spill volume discharged to a groundwater infiltration basin or facility, if applicable; and

11. Estimated total spill volume recovered.

3.2.2. Certified Spill Report for Category 2 Spills

Within 15 calendar days of the spill end date, the Enrollee shall submit a Certified Spill Report for the Category 2 spill, to the online [CIWQS Sanitary Sewer System Database](https://ciwqs.waterboards.ca.gov) (<https://ciwqs.waterboards.ca.gov>). Upon completion of the Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 3.2.1 (Draft Spill Report for Category 2 Spills) above:

1. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
 - The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - The methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, pump station, etc.);
6. Description of the pipe/infrastructure material, and estimated age of the pipe material, at the failure location;
7. Description of the impact of the spill;
8. Whether or not the spill was associated with a storm event;
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps;
11. Spill response completion date;
12. Detailed narrative of investigation and investigation findings of cause of spill;
13. Reasons for an ongoing investigation (as applicable) and the expected date of completion; and

14. Whether or not the spill was located within 1,000 feet of a municipal surface water intake.

3.2.3. Amended Certified Spill Reports for Individual Category 2 Spills

The Enrollee shall update or add additional information to a Certified Spill Report within **90 calendar days** of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After **90 calendar days**, the Enrollee shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.

3.3. Monthly Certified Spill Reporting for Category 3 Spills

The Enrollee shall report and certify all Category 3 spills to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occurred. (For example, all Category 3 spills occurring in the month of February shall be reported and certified by March 30th). After the Legally Responsible Official certifies the spills, the online CIWQS Sanitary Sewer System Database will issue a spill event identification number for each spill.

The monthly reporting of all Category 3 spills must include the following items for each spill:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Date and time the Enrollee was notified of, or self-discovered, the spill;
4. Operator arrival time;
5. Estimated spill start date and time;
6. Description, photographs, and GPS coordinates where the spill originated:
 - If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
7. Estimated total spill volume exiting the system;
8. Description and photographs of the extent of the spill and spill boundaries;
9. Did the spill reach a drainage conveyance system? If Yes:
 - Description of the drainage conveyance system transporting the spill;
 - Photographs of the drainage conveyance system entry locations(s);
 - Estimated spill volume fully recovered from the drainage conveyance system; and

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- Estimated spill volume discharged to a groundwater infiltration basis or facility, if applicable.
- 10. Estimated total spill volume recovered;
- 11. Description of the spill event destination(s), including GPS coordinates, if available, that represent the full spread and reaches of the spill;
- 12. Spill end date and time;
- 13. Description of how the spill volume estimations were calculated, including, at minimum:
 - The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
 - The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;
- 14. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
- 15. System failure location (for example, main, pump station, etc.);
- 16. Description of the pipe/infrastructure material, and estimated age of the pipe/infrastructure material, at the failure location;
- 17. Description of the impact of the spill;
- 18. Whether or not the spill was associated with a storm event;
- 19. Description of spill response activities including description of immediate spill containment and cleanup efforts;
- 20. Description of spill corrective actions, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of the major milestones for those steps; including, at minimum:
 - Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and
 - Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location, including:
 - Adjusted schedule/method of preventive maintenance,
 - Planned rehabilitation or replacement of sanitary sewer asset,
 - Inspected, repaired asset(s), or replaced defective asset(s),
 - Capital improvements,
 - Documentation verifying immediately implemented system modifications and operating/maintenance modifications,
 - Description of spill response activities,

- Spill response completion date, and
- Ongoing investigation efforts, and expected completion date of investigation to determine the full cause of spill;

21. Detailed narrative of investigation and investigation findings of cause of spill.

3.4. Monthly Certified Spill Reporting for Category 4 Spills

The Enrollee shall report and certify the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, within 30 calendar days after the end of the month in which the spills occurred.

3.5. Amended Certified Spill Reports for Category 3 Spills

Within 90 calendar days of the certified Spill Report due date, the Enrollee may update or add additional information to a certified Spill Report by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After 90 calendar days, the Legally Responsible Official shall contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a certified Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the 90-day timeframe for amending the certified Spill Report, as provided above.

3.6. Annual Certified Spill Reporting of Category 4 and/or Lateral Spills

For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the Enrollee shall:

- Maintain records per section 4.4. of this Attachment;
The Enrollee shall provide records upon request by State Water Board or Regional Water Board staff.
- Annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occurred.

A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the Enrollee shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

3.7. Monthly Certification of “No-Spills” or “Category 4 Spills” and/or “Non-Category 1 Lateral Spills”

If either (1) no spills occur during a calendar month or (2) only Category 4, and/or Enrollee-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the Enrollee shall certify, within 30 calendar days after

the end of each calendar month, either a “No-Spill” certification statement, or a “Category 4 Spills” and/or “Non-Category 1 Lateral Spills” certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually (per section 3.6 of this Attachment) for the designated month.

If a spill starts in one calendar month and ends in a subsequent calendar month, and the Enrollee has no further spills of any category, in the subsequent calendar month, the Enrollee shall certify “no-spills” for the subsequent calendar month.

If the Enrollee has no spills from its systems during a calendar month, but the Enrollee voluntarily reported a spill from a private lateral or a private system, the Enrollee shall certify “no-spills” for that calendar month.

If the Enrollee has spills from its owned and/or operated laterals during a calendar month, the Enrollee shall not certify “no spills” for that calendar month.

3.8. Electronic Sanitary Sewer System Service Area Boundary Map

The Legally Responsible Official shall submit, to the State Water Board, an up-to-date electronic spatial map of its sewer system service area boundaries. The map must be in accordance with section 5.14 (Electronic Sanitary Sewer System Service Area Boundary Map) of this General Order and the specification provided on the statewide Sanitary Sewer Systems program website. The map must include the location of wastewater treatment facility(ies) that treats the sewer system waste, if in the same sewer service boundary.

By the Effective Date of this General Order, specifications for the electronic sanitary sewer service area boundary map format will be provided on the statewide Sanitary Sewer Systems Order program website.

3.9. Annual Report (Previously termed as Collection System Questionnaire in General Order 2006-0003-DWQ)

A new Enrollee shall complete and submit its first certified Annual Report into the online CIWQS Sanitary Sewer System Database, **within 30 days of obtaining a CIWQS account**; Subsequent Annual Reports are due by April 1 of each year.

All enrollees shall update their previous year’s Annual Report, **by April 1 of each year after the Effective Date of this General Order**, for each calendar year (January 1 through December 31).

The Annual Report must be entered directly into the online CIWQS Sanitary Sewer System Database. The Enrollee’s Legally Responsible Official shall certify the Annual Report as instructed in CIWQS;

The Annual Report must address, and update as applicable, the following items:

- Population served;

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- Updated sewer system service area boundary map, if service area boundary has changed from original map submitted per section 5.14 (Electronic Sanitary Sewer System Service Area Boundary Map) of this General Order;
- Number of system operation and maintenance staff:
 - Entry level (less than two years of experience),
 - Journey level (greater than two years of experience),
 - Supervisory level, and
 - Managerial level;
- Number of operation and maintenance staff certified as a certified collection system operator by the California Water Environmental Association (CWEA), with:
 - Corresponding number of certified collection system operator grade levels (Grade I, II, III, IV, and V);
- System information:
 - Miles of system gravity and force mains,
 - Number of upper and lower service laterals connected to system,
 - Estimated number of upper and lower laterals owned and/or operated by the Enrollee,
 - Portion of laterals that is Enrollee's responsibility,
 - Average age the major components of system infrastructure,
 - Number and age of pump stations, and
 - Estimated total miles of the system pipeline not accessible for maintenance;
- Name and location of the treatment plant(s) receiving sanitary sewer system's waste;
- Name of satellite sewer system tributaries;
- Number of system's gravity sewer above or underground crossings of water bodies throughout system;
- Number of force main (pressurized pipe) above or underground crossings of water bodies throughout system;
- Number of siphons used to convey waste throughout the sewer system;
- Miles of sewer system cleaned;
- Miles of sewer system video inspected, or comparable (i.e., video closed-circuit television or alternative inspection methods);
- System Performance Evaluation as specified in section 5.11 (System Performance Analysis) of this General Order;
- Major spill causes (for example, root intrusion, grease deposition);

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- System infrastructure failure points (for example, main, pump station, lateral, etc.);
- Ongoing spill investigations; and
- Actions taken to address system deficiencies.

3.10. Sewer System Management Plan Audit Reporting Requirements

The Enrollee shall submit its Sewer System Management Plan Audit and other pertinent audit information, in accordance with section 5.4 (Sewer System Management Plan Audits) of this General Order, to the online CIWQS Sanitary Sewer System Database **by six (6) months after the end of the 3-year audit period.**

If a Sewer System Management Plan Audit is not conducted as required: the Enrollee shall:

- Update the online CIWQS Sanitary Sewer System Database and select the justification for not conducting the Audit; and
- Notify its corresponding Regional Water Board (see Attachment F (Regional Water Quality Control Board Contact Information)) of the justification for the lapsed requirements.

The Enrollee's reporting of a justification for not conducting a timely Audit does not justify non-compliance with this General Order. The Enrollee shall:

- Submit the late Audit as required in this General Order; and
- Comply with subsequent Audit requirements and due dates corresponding with the original audit cycle.

3.11. Sewer System Management Plan Reporting Requirements

For an Existing Enrollee previously regulated by Order 2006-0003-DWQ: **Within every six (6) years after the required due date of its last Plan Update**, the Legally Responsible Official shall upload and certify a local governing entity-approved Sewer System Management Plan Update to the online CIWQS Sanitary Sewer System Database. If the electronic document format or size capacity prevents the electronic upload of the Plan, the Legally Responsible Official shall report an electronic link to its updated Sewer System Management Plan posted on its own website.

Order 2006-0003-DWQ required each enrollee to develop its initial Sewer System Management Plan per the following schedule, with required Plan updates at a frequency of 5-years thereafter:

Systems serving populations: Greater than 100,000: May 2, 2009

Between 100,000 and 10,000: August 2, 2009

Between 10,000 and 2,500: May 2, 2010

Less than 2,500: August 2, 2010

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This Order carries forth the previously-required Plan Update schedule per Order 2006-0003-DWQ. Per the six-year Plan Update frequency required in this Order, the Enrollee shall upload and certify its first Plan Update, to the online CIWQS Sanitary Sewer System Database by the following due dates, with subsequent Plan Updates at the frequency of six years thereafter:

Systems serving populations: Greater than 100,000: May 2, 2025

Between 100,000 and 10,000: August 2, 2025

Between 10,000 and 2,500: May 2, 2026

Less than 2,500: August 2, 2026

For a New Enrollee: **Within twelve (12) months of its Application for Enrollment Approval date**, the Legally Responsible Official of a new Enrollee shall upload and certify a local governing entity-approved Sewer System Management Plan to the online CIWQS Sanitary Sewer System Database. If electronic document format or size capacity prevents the electronic upload of the Plan, the Legally Responsible Official shall report an electronic link to its Sewer System Management Plan posted on its own website. The due date for subsequent 6-year Plan updates, is six (6) years from the submittal due date of the new Enrollee's first Sewer System Management Plan.

4. RECORDKEEPING REQUIREMENTS

The Enrollee shall maintain records to document compliance with the provisions of this General Order, and previous General Order 2006-0003-DWQ as applicable, for each sanitary sewer system owned, including any required records generated by an Enrollee's contractor(s).

4.1. Recordkeeping Time Period

The Enrollee shall maintain records of documents required in this Attachment, including records collected for compliance with this General Order, and records collected in accordance with previous General Order 2006-0003-DWQ, for five (5) years.

4.2. Availability of Documents

The Enrollee shall make the records required in this General Order readily available, either electronic or hard copies, for review by Water Board staff during onsite inspections or through an information request.

4.3. Spill Reports

The Enrollee shall maintain records for each of the following spill-related events and activities:

- Spill event complaint, including but not limited to records documenting how the Enrollee responded to notifications of spills. Each complaint record must, at a minimum, include the following information:
 - Date, time, and method of notification,

- Date and time the complainant first noticed the spill, if available,
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or a drainage conveyance system, if available,
- Complainant's contact information, if available, and
- Final resolution of the complaint;
- Records documenting the steps and/or remedial action(s) undertaken by the Enrollee, using all available information, to comply with this General Order, and previous General Order 2006-0003-DWQ as applicable;
- Records documenting how estimate(s) of volume(s) and, if applicable, volume(s) of spill recovered were calculated;
- All California Office of Emergency Services notification records, as applicable; and
- Records, in accordance with the Monitoring Requirements in this Attachment.

4.4. Recordkeeping of Category 4 Spills and Non-Category 1 Lateral Spills

An Enrollee must maintain the following records for each individual Category 4 spill and for each individual non-Category 1 Enrollee-owned and/or operated lateral spill, and report in accordance to section 3.6 (Annual Certified Spill Reporting of Category 4 and/or Lateral Spills) of this Attachment.

Recordkeeping of Individual Category 4 Spill Information:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions;
2. Spill location name;
3. Description and GPS coordinates for the system location where the spill originated;
4. Did the spill reach a drainage conveyance system? If Yes:
 - Description of drainage conveyance system location,
 - Estimated spill volume fully recovered within the drainage conveyance system, and
 - Estimated spill volume remaining within the drainage conveyance system;
5. Estimated total spill volume exiting the sanitary sewer system;
6. Spill date and start time;
7. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
8. System failure location (for example, main, pump station, etc.);
9. Description of spill response activities including description of immediate spill containment and cleanup efforts;
10. Description of how the volume estimation was calculated, including, at minimum:

- The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
- The methodology and type of data relied upon to estimate the spill start time, on-going spill rate at time of arrival (if applicable), and the spill end time;

11. Description of implemented system modifications and operating/maintenance modifications.

Recordkeeping of Individual Lateral Spill Information:

1. Date and time the Enrollee was notified of, or self-discovered, the spill;
2. Location of individual spill;
3. Estimated individual spill volume;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.); and
5. Description of how the volume estimations were calculated.

Total Annual Spill Information:

1. Estimated total annual spill volume;
2. Description of spill corrective actions, including at minimum:
 - Local regulatory enforcement action taken against the sewer lateral owner in response to a spill, as applicable, and
 - System operation, maintenance and program modifications implemented to prevent repeated spill occurrences at the same spill location.

4.5. Sewer System Telemetry Records

The Enrollee shall maintain the following sewer system telemetry records if used to document compliance with this General Order, and previous General Order 2006-0003-DWQ as applicable, including spill volume estimates:

- Supervisory control and data acquisition (SCADA) system(s);
- Alarm system(s);
- Flow monitoring device(s) or other instrument(s) used to estimate sewage flow rates, and/or volumes;
- Computerized maintenance management system records; and
- Asset management-related records.

4.6. Sewer System Management Plan Implementation Records

The Enrollee shall maintain records documenting the Enrollee's implementation of its Sewer System Management Plan, including documents supporting its Sewer System Management Plan audits, corrections, modifications, and updates to the Sewer System Management Plan.

4.7. Audit Records

The Enrollee shall maintain, at minimum, the following records pertaining to its Sewer System Management Plan audits, and other internal audits:

- Completed audit documents and findings;
- Name and contact information of staff and/or consultants that conducted or involved in the audit; and
- Follow-up actions based on audit findings.

4.8. Equipment Records

The Enrollee shall maintain a log of all owned and leased sewer system cleaning, operational, maintenance, construction, and rehabilitation equipment.

4.9. Work Orders

The Enrollee shall maintain record of work orders for operations and maintenance projects.

ATTACHMENT E2 – SUMMARY OF NOTIFICATION, MONITORING AND REPORTING REQUIREMENTS

This Attachment provides a summary of notification, monitoring and reporting requirements, by spill category, and for Enrollee-owned and/or operated laterals as required in Attachment E1 of this General Order, for quick reference purposes only.

Table E2-1

Spill Category 1: Spills to Surface Waters

Spill Requirement	Due	Method
Notification	Within two (2) hours of the Enrollee's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to surface waters: Notify the California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	- Conduct spill-specific monitoring; - Conduct water quality sampling of the receiving water within 18 hours of initial knowledge of spill of 50,000 gallons or greater to surface waters.	(Section 2 of Attachment E1)
Reporting	- Submit Draft Spill Report within three (3) business days of the Enrollee's knowledge of the spill; - Submit Certified Spill Report within 15 calendar days of the spill end date; - Submit Technical Report within 45 calendar days after the spill end date for a Category 1 spill in which 50,000 gallons or greater discharged to surface waters; and - Submit Amended Spill Report within 90 calendar days after the spill end date.	(Section 3.1 of Attachment E1)

Table E2-2**Spill Category 2: Spills of 1,000 Gallons or Greater That Do Not Discharge to Surface Waters**

Spill Requirements	Due	Method
Notification	Within two (2) hours of the Enrollee's knowledge of a Category 2 spill of 1,000 gallons or greater, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	• Submit Draft Spill Report within three (3) business days of the Enrollee's knowledge of the spill; • Submit Certified Spill Report within 15 calendar days of the spill end date; and • Submit Amended Spill Report within 90 calendar days after the spill end date.	(Section 3.2 of Attachment E1)

Table E2-3**Spill Category 3: Spills of Equal or Greater than 50 Gallons and Less than 1,000 Gallons That Does Not Discharge to Surface Waters**

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	- Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database within 30 calendars days after the end of the month in which the spills occur; and - Submit Amended Spill Reports within 90 calendar days after the Certified Spill Report due date.	(Section 3.3 and 3.5 of Attachment E1)

Table E2-4**Spill Category 4: Spills Less Than 50 Gallons That Do Not Discharge to Surface Waters**

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	- If, during any calendar month, Category 4 spills occur, certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database, within 30 days after the end of the calendar month in which the spills occurred. - Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur.	(Section 3.4, 3.6, 3.7 and 4.4 of Attachment E1)

Table E2-5**Enrollee Owned and/or Operated Lateral Spills That Do Not Discharge to Surface Waters**

Spill Requirements	Due	Method
Notification	Within two (2) hours of the Enrollee's knowledge of a spill of 1,000 gallons or greater, from an enrollee-owned and/or operated lateral, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number. Not applicable to a spill of less than 1,000 gallons.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	Conduct visual monitoring.	(Section 2 of Attachment E1)
Reporting	• Upload and certify a report, in an acceptable digital format, of all lateral spills (that do not discharge to a surface water) to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occur. • Report a lateral spill of any volume that discharges to a surface water as a Category 1 spill.	(Sections 3.6, 3.7 and 4.4 of Attachment E1)

ATTACHMENT F – REGIONAL WATER QUALITY CONTROL BOARD CONTACT INFORMATION

This Attachment provides a map, list of counties, and contact information to assist the Enrollee in identifying the corresponding Regional Water Quality Control Board office, for all Regional Water Board notification requirements in this General Order.



Region 1 -- North Coast Regional Water Quality Control Board:

Del Norte, Glenn, Humboldt, Lake, Marin, Mendocino, Modoc, Siskiyou, Sonoma, and Trinity counties.

RB1SpillReporting@waterboards.ca.gov or (707) 576-2220

Region 2 -- San Francisco Bay Regional Water Quality Control Board:

Alameda, Contra Costa, San Francisco, Santa Clara (Northern most part of Morgan Hill), San Mateo, Marin, Sonoma, Napa, Solano counties.

RB2SpillReports@waterboards.ca.gov or (510) 622-2369

Region 3 -- Central Coast Regional Water Quality Control Board:

Santa Clara (most of Morgan Hill), San Mateo (Southern portion), Santa Cruz, San Benito, Monterey, Kern (small portions), San Luis Obispo, Santa Barbara, Ventura (Northern portion) counties.

CentralCoast@waterboards.ca.gov or (805) 549-3147

Region 4 -- Los Angeles Regional Water Quality Control Board:

Los Angeles, Ventura counties (small portions of Kern and Santa Barbara counties).

rb4-ssswdr@waterboards.ca.gov or (213) 576-6600

Region 5 -- Central Valley Regional Water Quality Control Board:

Rancho Cordova (Sacramento) Office: Colusa, Lake, Sutter, Yuba, Sierra, Nevada, Placer, Yolo, Napa, (North East), Solano (West), Sacramento, El Dorado, Amador, Calaveras, San Joaquin, Contra Costa (East), Stanislaus, Tuolumne counties.

RB5sSpillReporting@waterboards.ca.gov or (916) 464-3291

Fresno Office: Fresno, Kern, Kings, Madera, Mariposa, Merced, and Tulare counties, and small portions of San Benito and San Luis Obispo counties.

RB5fSpillReporting@waterboards.ca.gov or (559) 445-5116

Redding Office: Butte, Glen, Lassen, Modoc, Plumas, Shasta, Siskiyou, and Tehama counties.

RB5rSpillReporting@waterboards.ca.gov or (530) 224-4845

Region 6 -- Lahontan Regional Water Quality Control Board:

Lake Tahoe Office: Alpine, Modoc (East), Lassen (East side and Eagle Lake), Sierra, Nevada, Placer, El Dorado counties.

RB6sSpillReporting@waterboards.ca.gov or (530) 542-5400

Victorville Office: Mono, Inyo, Kern (East), San Bernardino, Los Angeles (North East corner) counties.

RB6vSpillReporting@waterboards.ca.gov or (760) 241-6583

Region 7 -- Colorado River Basin Regional Water Quality Control Board:

Imperial county and portions of San Bernardino, Riverside, San Diego counties.

RB7SpillReporting@waterboards.ca.gov or (760) 346-7491

Region 8 -- Santa Ana Regional Water Quality Control Board:

Orange, Riverside, San Bernardino counties.

RB8SpillReporting@waterboards.ca.gov or (951) 782-4130

Region 9 -- San Diego Regional Water Quality Control Board:

San Diego county and portions of Orange and Riverside counties.

RB9Spill_Report@waterboards.ca.gov or (619) 516-1990

End of Order 2022-0103-DWQ

APPENDIX II

City of Oxnard Municipal Code Chapter 19

ARTICLE I. SEWERAGE SYSTEM; WASTEWATER DISPOSAL

DIVISION 1. GENERAL PROVISIONS

SEC. 19-1. PURPOSE AND POLICY.

(A) This article sets forth uniform requirements for users of the municipal wastewater system of the city (system) and enables the city to comply with all applicable State and federal laws including the Clean Water Act (33 USC Sections 1251 *et seq.*), general pretreatment regulations (40 CFR Part 403), and the requirements of the city's national pollutant discharge elimination system (NPDES) permit. The objectives of this article are:

- (1) To prevent the introduction of pollutants into the system that will pass through the system inadequately treated, enter receiving waters, or otherwise interfere with or be incompatible with the system;
- (2) To protect city employees who may be affected by wastewater and sludge in the course of their employment and the general public;
- (3) To promote reuse and recycling of wastewater and biosolids from the system;
- (4) To provide for fees for the equitable distribution of the cost of operation, maintenance and improvement of the system; and
- (5) To enable city to comply with its NPDES permit conditions, sludge use and disposal requirements and any other federal or State laws and regulations to which the system is subject.

(B) This article authorizes the issuance of industrial wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(C) This article shall apply to all persons within the city who use the system and to persons outside the city who, by contract with the city, are included as users of the system. By discharging wastewater into the system, users located beyond the city limits agree to comply with the terms and conditions established in this article, as well as any permits, contracts or orders issued hereunder.

(`64 Code, Sec. 25-1) (Ord. No. 2494)

SEC. 19-2. ADMINISTRATION.

(A) Except as otherwise provided herein, the city manager shall administer, implement and enforce the provisions of this article.

(B) The city manager is authorized to promulgate regulations and standards reasonably necessary to protect the system, to comply with all applicable federal and State laws required by the Act and the general pretreatment regulations, to control and regulate the proper use of the system, to regulate the rate of flow and the quality and quantity of wastewater discharges to the system, to prevent overflow, and to provide for the issuance, suspension or revocation of industrial wastewater discharge (IWD) permits; provided, however, the regulations shall be consistent with the provisions of this article and formulated to result in the uniform control of the system.

(`64 Code, Sec. 25-2) (Ord. No. 2494)

SEC. 19-3. ABBREVIATIONS.

For purposes of this article, the following abbreviations, shall have the designated meanings:

- (A) BOD – biochemical oxygen demand;
- (B) BMP – Best Management Practice;
- (C) BMR - Baseline Monitoring Report;
- (D) CASA - California Association of Sanitary Agencies;
- (E) CFR – Code of Federal Regulations;
- (F) CIU - Categorical Industrial User;
- (G) COD – chemical oxygen demand;
- (H) DIU - dental industrial user;
- (I) EPA – U.S. Environmental Protection Agency;
- (J) gpd - gallons per day;
- (K) IU - Industrial User;
- (L) IWD - industrial wastewater discharge;
- (M) LC50 - lethal concentration for 50 percent of the test organisms;
- (N) L - liter;
- (O) MAIL - maximum allowable industrial loading;
- (P) mg - milligrams, mg/l - milligrams per liter;
- (Q) NPDES - national pollutant discharge elimination system;
- (R) NSCIU - Non-Significant Categorical Industrial User;
- (S) O&M - operation and maintenance;
- (T) POTW - publicly owned treatment works;
- (U) RCRA - Resource Conservation and Recovery Act;
- (V) SIC - Standard Industrial Classification;
- (W) SIU - Significant Industrial User;
- (X) SNC - Significant Noncompliance;
- (Y) SWDA - Solid Waste Disposal Act (42 USC Sections 6901 *et seq.*);
- (Z) TDS - total dissolved solids;
- (AA) TOMP - toxic organics management plan;
- (BB) TSS — total suspended solids;
- (CC) TTO - total toxic organics; and

(DD) USC - United States Code.

(`64 Code, Sec. 25-3) (Ord. No. 2494, 2761, 2997)

SEC. 19-4. DEFINITIONS.

For the purposes of this article, the following words shall have the following meanings:

(A) ACT - The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC Sections 1251 *et seq.*

(B) APPROVAL AUTHORITY - California State Water Resources Control Board or Regional Water Quality Control Board, Los Angeles Region.

(C) AUTHORIZED REPRESENTATIVE OF THE USER -

(1) If the user is a corporation, a responsible corporate officer. For the purpose of this paragraph, a responsible corporate officer means:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and to initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

(3) If the user is a federal, State, or local government entity, the principal executive officer or director having responsibility for the overall operation of the discharging facility.

(4) A duly authorized representative of the individual designated in subsections (1), (2), or (3) of this subsection (C) if:

(a) The authorization is made in writing by the individual described in paragraph (1), (2), or (3);

(b) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(c) The written authorization is submitted to the city.

(D) BIOCHEMICAL OXYGEN DEMAND - Quantity of oxygen utilized in the biochemical oxidation of organic material under standard laboratory procedures for 5 days at 20 degrees centigrade, usually expressed as a concentration such as mg/l.

(E) BEST MANAGEMENT PRACTICES (BMPs) - The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions

listed in Section 19-25(A) and (B) [40 CFR 403.5(a)(1) and (b)] including treatment requirements, operating procedures, practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage and also including alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

(F) BUILDING SEWER - A sewer conveying wastewater from the premises of a person to the public sewer, private sewer, individual wastewater disposal system or other approved point of disposal.

(G) BYPASS - The intentional diversion of waste and/or wastewater from any portion of a user's pretreatment facility.

(H) CATEGORICAL PRETREATMENT STANDARD or CATEGORICAL STANDARD - Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 USC Section 1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471, incorporated herein by reference.

(I) CATEGORICAL INDUSTRIAL USER - An industrial user subject to a categorical pretreatment standard or categorical standard.

(J) [CITY] - The City of Oxnard or the City Council of Oxnard.

(K) CITY MANAGER - The Oxnard City Manager or their designee.

(L) CHEMICAL OXYGEN DEMAND (COD) - A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

(M) COLOR - The optical density at visual wave length of maximum absorption, relative to distilled water in which 100% transmittance is equivalent to zero optical density.

(N) COMPLIANCE SCHEDULE - A schedule containing increments of progress, in the form of dates, for the commencement and completion of major events leading to the construction and operation of pretreatment equipment and/or systems required for the user to meet applicable pretreatment standards.

(O) COMPOSITE SAMPLE - The sample resulting from the combination of individual wastewater samples taken at selected intervals, based on an increment of either flow or time.

(P) CONNECTION - The part of any sewer extending from a sewer main in a public easement or right-of-way to private property for exclusive use of the property.

(Q) CONTROL AUTHORITY - The city.

(R) COOLING WATER - The water discharged from any use, including but not limited to, air conditioning, cooling or refrigeration units to which the only pollutant added is heat.

(S) DAILY MAXIMUM - The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

(T) DAILY MAXIMUM LIMIT - The maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

(U) DENTAL INDUSTRIAL USER also known as a DENTAL DISCHARGER - A facility where

the practice of dentistry is performed that discharges wastewater to a publicly owned treatment works (POTW), including, but not limited to, institutions, permanent or temporary offices, clinics, home offices, and facilities owned and operated by Federal, state or local governments.

(V) DISCHARGE - The discharge or the introduction of pollutants into the system by a person.

(W) DOMESTIC WASTEWATER - Human excrement and gray water from such uses as household showers and dish washing.

(X) ENVIRONMENTAL PROTECTION AGENCY (EPA) - The U.S. Environmental Protection Agency or, where appropriate, the regional water management division director, or other duly authorized official.

(Y) EXISTING SOURCE - Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

(Z) FEE - Any charge assessed to a person associated with the use, or continued use, of any portion of the system and includes, but is not limited to, a charge for connection or tap for new customers; monthly sewer service; IWD permit; excess capacity connection; wastewater treatment; excessive wastewater strength; laboratory testing; waste hauler's permit; oversize sewer; and noncompliance.

(AA) FOOD ESTABLISHMENT - Any facility engaged in the preparation of food products for sale. A facility engaged in the sale of food products that are wholly prepared off-site is not included within this definition.

(BB) FORMULA USERS - Those users who are regulated under the IWD permit system and billed according to a formula based on the measured or set strength and volume of their wastewater discharged.

(CC) GARBAGE - The putrescible animal and vegetable wastes resulting from the handling, preparation and consumption of foods.

(DD) GRAB SAMPLE - A sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

(EE) GRAVITY SEPARATION DEVICE - A device designed, constructed, and operated for the purpose of retaining sand, silt, grit, mineral material, and oil by gravity-differential separation from wastewater.

(FF) GREASE - A varied group of compounds having the common properties of immiscibility with water and a specific gravity lower than water as determined by appropriate procedures set forth in 40 CFR Part 136.

(GG) GREASE INTERCEPTOR or INTERCEPTOR - A device of at least 750 gallon capacity designed, constructed, and operated to separate and retain grease while permitting the wastewater to be discharged into the system.

(HH) GROUND GARBAGE - The residue from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in a public sewer, with no particle greater than 1/2-inch in any dimension.

(II) HOLDING TANK WASTEWATER - Any wastewater from holding tanks including, but not

limited to, vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(JJ) **INDIRECT DISCHARGE** - The introduction of pollutants into the system from any non-domestic source regulated under Section 307 (b), (c), or (d) of the Act.

(KK) **INDUSTRIAL USER** - Any producing, manufacturing, processing, institutional, commercial, agricultural or similar person that discharges, directly or indirectly, wastewater into the system that is solid, liquid or gaseous waste and contains pollutants different from, or stronger than, or with constituents other than those defined for domestic wastewater.

(LL) **INDUSTRIAL WASTEWATER** - Any non-domestic, liquid byproduct produced as a result of business operations, whether treated or untreated, which is discharged into or permitted to enter the POTW.

(MM) **INDUSTRIAL WASTEWATER DISCHARGE PERMIT or PERMIT** - A conditionally written authorization to allow a user to utilize the system for the discharge of industrial wastewater.

(NN) **INSTANTANEOUS MAXIMUM DISCHARGE LIMIT** - The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

(OO) **INTERFERENCE** - A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the system, its treatment processes or operations or its biosolids processes, use or disposal, and that is therefore a cause of a violation of the city's NPDES permit or of the prevention of biosolids use or disposal in compliance with all applicable federal, State, or local regulations, including but not limited to: Section 405 of the Act, the SWDA, including Title II, commonly referred to as RCRA, any and all federal and State clean air acts, the Toxic Substances Control Act, and the Marine Protection, Research, and Sanctuaries Act.

(PP) **LOCAL LIMIT** - Specific discharge limits developed and enforced by [the City] upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

(QQ) **MASS EMISSION RATE** - The weight of material discharged to the system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combination of constituents.

(RR) **MAXIMUM ALLOWABLE INDUSTRIAL LOADING (MAIL)** - The maximum loading of a pollutant that can be received at a POTW's headworks from all permitted industrial users and other controlled sources without causing pass through or interference.

(SS) **MEDICAL WASTE** - Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

(TT) **MONITORING FACILITIES** - An approved opening to a building sewer for the purpose of inspection, sampling and/or flow measurement.

(UU) **MONTHLY AVERAGE** - The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

(VV) **MONTHLY AVERAGE LIMIT** - The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

(WW) MUNICIPAL WASTEWATER SYSTEM or SYSTEM - A “treatment works,” as defined by Section 212 of the Act, owned by the city and includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of wastewater (domestic or industrial) and any conveyances which convey wastewater to the treatment plant.

(XX) NARRATIVE STANDARD or NARRATIVE LIMIT - Any statement of prohibition or condition on a discharge established in this chapter that is not a local limit. Narrative standards include, but are not limited to prohibited discharge standards and best management practices.

(YY) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - A permit issued pursuant to Section 402 of the Act.

(ZZ) NATIONAL PROHIBITIVE DISCHARGE STANDARD or PROHIBITIVE DISCHARGE STANDARD - Any regulation developed under the authority of Section 307(b) of the Act.

(AAA) NEW SOURCE -

(1) Any building structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge or pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located and results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subdivisions (1)(b) or (1)(c) above, but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source, as defined under this subsection, has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous on-site construction program:

1. Any placement, assembly, or installation of facilities or equipment; or

2. Significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

(BBB) NONCONTACT COOLING WATER - Water used for cooling which does not come into

direct contact with any raw material, intermediate product, waste product, or finished product.

(CCC) PASS THROUGH - A discharge that exits the system into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES permit, including an increase in the magnitude or duration of a violation.

(DDD) PERSON - Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns; and including all federal, State and local governmental entities.

(EEE) pH - A measure of the acidity or alkalinity of a substance, expressed in standard units.

(FFF) POLLUTANT - Dredged spoil, solid waste, incinerator residue, filter backwash, domestic wastewater, garbage, sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharge equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes and certain characteristics of the wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

(GGG) PRETREATMENT or TREATMENT - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the system. Such pretreatment or treatment can be accomplished by physical, chemical, biological processes, or by other means, with the exception of diluting the concentration of the pollutant unless allowed by an applicable pretreatment standard.

(HHH) PRETREATMENT FACILITY - Any works or device for the treatment or flow limitation of domestic wastewater, liquid waste, industrial waste or industrial wastewater prior to discharge into the system.

(III) PRETREATMENT REQUIREMENTS - Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

(JJJ) PRETREATMENT STANDARDS or STANDARDS - Prohibited discharge standards, categorical pretreatment standards, and/or local limits.

(KKK) PRIVATE SEWER - A sewer, other than a connection, laid by a person to serve one or more buildings, so as to connect a building to a public sewer and irrespective of whether the sewer is constructed on public or private property.

(LLL) PRIVATE WASTEWATER DISPOSAL SYSTEM - A septic tank with the effluent discharging into a subsurface disposal field, into one or more seepage pits or into a combination of subsurface disposal field and seepage pit or other wastewater holding facilities.

(MMM) PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGE - Absolute prohibitions against the discharge of certain substances; these prohibitions appear in section 19-25 of this article.

(NNN) PUBLICLY OWNED TREATMENT WORKS (POTW) - A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices or systems used in the storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

(OOO) RADIOACTIVE MATERIAL - Material containing chemical elements that spontaneously change their atomic structure by emitting any particles, rays or energy forms in excess of normal background radiation.

(PPP) SEEPAGE PIT - A lined excavation in the ground which receives the discharge of a septic tank and is designed to permit the effluent from the septic tank to seep through its bottom and side.

(QQQ) SEPTAGE - Any domestic wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(RRR) SEPTIC TANK - A watertight receptacle which receives the domestic wastewater discharge of a building and is designed and constructed to separate solids from the liquid, digest organic matter through a period of detention and allow the liquid to discharge into the soil outside of the tank through a system of open joint or perforated piping or a seepage pit.

(SSS) SETTLEABLE SOLIDS - Any solid that will settle out of a liquid in a specified interval of time as determined by appropriate procedures set forth in 40 CFR 136.

(TTT) SEWAGE - Human excrement and gray water (household showers, dishwashing operations, etc.).

(UUU) SEWER - A pipe or conduit together with appurtenances for carrying wastewater.

(VVV) SIGNIFICANT CHANGE - Plus or minus 25% in an industrial user's typical discharge pattern, flow rate, peak flow rate, constituents, concentration of constituents or characteristics.

(WWW) SIGNIFICANT INDUSTRIAL USER -

(1) A user subject to categorical pretreatment standards; or

(2) A user that:

(a) Discharges an average of 10,000 gpd or more of industrial wastewater to the system;

(b) Contributes a waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the system; or

(c) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the system's operation or for violating a pretreatment standard or requirement.

(3) The [City] may determine that an industrial user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

(a) The industrial user, prior to [City's] finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

(b) The industrial user annually submits the certification statement required in 40 CFR 403.12(q), together with any additional information necessary to support the certification statement; and

(c) The industrial user never discharges any untreated concentrated wastewater.

(4) Upon a finding that a user meeting the criteria in subdivision (2) above has no reasonable potential for adversely affecting the system operation or for violating any pretreatment standard or

requirement, the city may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR Part 403.8(f)(6), determine that such user should not be considered a significant industrial user.

(XXX) SLUG LOAD or SLUG DISCHARGE - Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in this chapter. A slug discharge is any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTWs regulations, local limits or permit conditions.

(YYY) STANDARD INDUSTRIAL CLASSIFICATION (SIC) - A classification pursuant to the Standard Industrial Classification Manual, latest edition, issued by the U.S. Office of Management and Budget.

(ZZZ) STANDARD METHODS - Standard Methods for the Examination of Water and Wastewater, latest edition, published by American Water Works Association, Water Environment Association, and the American Public Health Association, 1015 18th Street, NW, Washington, D.C. 20036.

(AAAA) STANDARD SPECIFICATIONS - The current edition of standards and requirements relating to size, quantity, quality and performance, including standard drawing, as detailed and made available by the city.

(BBBB) STATE - State of California.

(CCCC) STORM WATER - Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelts.

(DDDD) SUSPENDED SOLIDS - The total suspended matter in wastewater, as determined by the appropriate procedures set forth in 40 CFR Part 136.

(EEEE) TOTAL DISSOLVED SOLIDS - The solid matter in solution in wastewater, as determined by the appropriate procedures set forth in 40 CFR Part 136.

(FFFF) TOTAL TOXIC ORGANICS - The summation of all quantifiable values greater than 0.01 milligrams per liter, subject to the local limits established pursuant to section 19-26 of this article, for the following toxic organics: Acenaphthene, Acrolein, Acrylonitrile, Benzene, Benzidine, Carbon tetrachloride (tetrachloromethane), Chlorobenzene, 1,2,4-trichlorobenzene, Hexachlorobenzene, 1,2-dichloroethane, 1,1,1-trichloroethane, Hexachloroethane, 1,1-dichloroethane, 1,1,2-trichloroethane, 1,1,2,2-tetrachloroethane, Chloroethane, Bis (2-chloroethyl) ether, 2-chloroethyl vinyl ether (mixed), 2-chloronaphthalene, 2,4,6-trichlorophenol, Parachlorometa cresol, Chloroform (trichloromethane), 2-chlorophenol, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, 3,3-dichlorobenzidine, 1,1-dichloroethylene, 1,2-trans-dichloroethylene, 2,4-dichlorophenol, 1,2-dichloropropane, 1,3-dichloropropylene (1,3-dichloropropene), 2,4-dimethylphenol, 2,4-dinitrotoluene, 2,6-dinitrotoluene, 1,2-diphenylhydrazine, Ethylbenzene, Fluoranthene, 4-chlorophenyl phenyl ether, 4-bromophenyl phenyl ether, Bis (2-chloroisopropyl) ether, Bis (2-chloroethoxy) methane, Methylene chloride (dichloromethane), Methyl chloride (chloromethane), Methyl bromide (bromomethane), Bromoform (tribromomethane), Dichlorobromomethane, Chlorodibromomethane, Hexachlorobutadiene, Hexachlorocyclopentadiene, Isophorone, Naphthalene, Nitrobenzene, 2-nitrophenol, 4-nitrophenol, 2,4-dinitrophenol, 4,6-dinitro-o-cresol, N-nitrosodimethylamine, N-nitrosodiphenylamine, N-nitrosodi-n-propylamine, Pentachlorophenol, Phenol, Bis (2-ethylhexyl) phthalate, Butyl benzyl phthalate, Di-n-butyl phthalate, Di-n-octyl phthalate, Diethyl phthalate, Dimethyl phthalate, 1,2-

benzanthracene (benzo(a)anthracene), Benzo(a)pyrene (3,4-benzopyrene), 3,4-Benzofluoranthene (benzo(b)fluoranthene), 11,12-benzofluoranthene (benzo(k)fluoranthene), Chrysene, Acenaphthylene, Anthracene, 1,12-benzoperylene (benzo(ghi)perylene), Fluorene, Phenanthrene, 1,2,5,6-dibenzanthracene (dibenzo(a,h)anthracene), Indeno (1,2,3-cd) pyrene (2,3 o-phenylene pyrene), Pyrene, Tetrachloroethylene, Toluene, Trichloroethylene, Vinyl chloride (chloroethylene), Aldrin, Dieldrin, Chlordane (technical mixture and metabolites), 4,4-DDT, 4,4-DDE (p,p-DDX), 4,4-DDD (p,p-TDE), Alpha-endosulfan, Beta-endosulfan, Endosulfan sulfate, Endrin, Endrin aldehyde, Heptachlor, Heptachlor epoxide, (BHC-hexachlorocyclohexane): Alpha-BHC, Beta-BHC, Gamma-BHC, Delta-BHC, (PCB-polychlorinated biphenyls): PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260), PCB-1016 (Arochlor 1016), Toxaphene, 2,3,7,8-tetrachlorodibenzo- p-dioxin (TCDD).

(GGGG) TOXIC ORGANICS MANAGEMENT PLAN - A strategy for keeping track of all solvents delivered to a site, their storage, use, and disposal. This includes keeping spent solvents segregated from other process wastewaters to maximize the value of the recoverable solvents, to avoid contamination of other segregated wastes, and to prevent the discharge of toxic organics to any wastewater collection system or the environment. The plan should describe measures to control spills and leaks and to ensure that there is no deliberate dumping of solvents. Also known as a solvent management plan.

(HHHH) TOXIC POLLUTANT - The pollutants, or combination of pollutants, listed as toxic in regulations promulgated by the EPA (40 CFR Part 401.15) under authority of Section 307(a)(1) of the Act.

(IIII) UNCONTAMINATED WATER - Any water not contaminated or polluted with sewage or other waste and which is suitable for discharge into the storm water drainage system, excluding unlined natural water courses.

(JJJJ) UPSET - An exceptional incident in which there is unintentional and temporary noncompliance with categorical and/or local pretreatment standards because of factors beyond the reasonable control of the industrial user; this does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(KKKK) USER - A source of direct or indirect discharge.

(LLLL) WASTEWATER - Liquid and water-carried industrial wastes and domestic wastewater from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed directly or indirectly to the system.

(MMMM) WASTEWATER TREATMENT PLANT or TREATMENT PLANT - That portion of the system designed to provide treatment of domestic and industrial wastewater.

(`64 Code, Sec. 25-4) (Ord. No. 2494, 2761, 2875, 2997)

DIVISION 2. WASTEWATER COLLECTION/CONVEYANCE SYSTEM

SEC. 19-10. SERVICE CONNECTIONS.

(A) Sewer service connections may be made to either publicly or privately owned and maintained authorized collection systems. No person shall connect any private property in the city to the system without first obtaining a connection permit issued by the city manager and paying to the city the connection fee required therefore.

(B) The number of connection permits required for any development shall be based upon the number of sewer service connections. A separate sewer connection is normally required for each detached building.

(C) Food establishments and commercial laundries shall have a separate water connection from other users in the same building.

(D) The city manager may impose other requirements if the city manager determines that public health and safety, system protection, maintenance costs, or liability concerns so dictate.

(E) In order for the city to have sufficient information to make a determination of appropriate fees, building permit applicants shall submit sewer service plumbing plans prepared by a registered engineer or project architect in conjunction with the building permit application for all new and replacement structures. The plumbing and irrigation plans shall show all the proposed line sizes and locations.

(F) Every connection, disconnection and permanent blocking or plugging made between private property and the system shall be made in the manner and with the material required by the specifications for public sewers approved by the city and in accordance with the city's specifications for construction.

('64 Code, Sec. 25-5) (Ord. No. 2494)

SEC. 19-11. CONNECTION TO MAINS TO BE MAINTAINED BY OWNER.

All connections, including the lateral, wye or saddle at the city's sewer, shall be maintained at the expense of the property owner of which the connection originates.

('64 Code, Sec. 25-6) (Ord. No. 2494)

SEC. 19-12. DEMOLITION AND ABANDONMENT OF SERVICES PREMISES.

The owner of property connected to the system shall disconnect or permanently block or plug connections when further use of the property, for any purpose requiring the connection, is abandoned or when the structure or facility on the property requiring the connection is demolished without replacement. A public works permit for abandonment of sewer lateral shall be required prior to commencement of abandonment. If a property owner or his/her agent has failed to so effect the disconnection or blockage, the city manager may disconnect or block the connection, and the cost thereof shall be deemed a debt to the city and shall be charged to the owner.

('64 Code, Sec. 25-7) (Ord. No. 2494)

SEC. 19-13. AVAILABILITY OF CAPACITY: RESTRICTION OF DISCHARGE RATE.

(A) If the system capacity is not available, the city manager may restrict discharge until sufficient capacity is made available. The city manager may refuse immediate service to any new facility located in an area where there is insufficient capacity in the system to accommodate the proposed quantity of the wastewater.

(B) The city manager may restrict the rate of discharge into the system during the peak flow hours (8:00 a.m. to 10:00 p.m.) or at any other time when required to prevent the overloading of the system. A discharger so restricted shall be required either to curtail the rate of discharge or to provide approved storage or retention facilities for the wastewater. Wastewater so retained may be discharged into the system between the hours of 10:00 p.m. and 6:00 a.m., or during other periods and at a rate of flow prescribed by the city manager.

(`64 Code, Sec. 25-8) (Ord. No. 2494)

SEC. 19-14. EXCESSIVE SEWER MAINTENANCE EXPENSE.

Any person who introduces or causes to be introduced into the system, either directly or indirectly, any pollutant or wastewater which creates a stoppage, plugging, breakage, reduction in the capacity of any portion of the system or any other damage to the system shall be liable for the damage and for maintenance, operation, and replacement expenses, including overhead costs, occasioned thereby. Expense of the damage, any excessive maintenance expense, or any other expenses attributable thereto shall be deemed a debt to the city and shall be charged to the offending person by the city manager.

(`64 Code, Sec. 25-9) (Ord. No. 2494)

SEC. 19-15. DAMAGE TO CITY'S MUNICIPAL WASTEWATER SYSTEM; CREATION OF OTHER LIABILITY.

Any person who introduces or causes to be introduced into the system, either directly or indirectly, any prohibited pollutant or wastewater which causes detrimental effects to the city's system or treatment plant processes or causes a violation of the city's NPDES permit or other regulation imposed by a regulatory agency shall be liable for all damages and costs occasioned thereby, including any penalty assessed by a regulatory agency. The damages, costs or penalty assessed shall be deemed a debt to the city and shall be charged to the offending person by the city manager.

(`64 Code, Sec. 25-10) (Ord. No. 2494)

SEC. 19-16. PROVISIONS FOR EXTENSION OF SYSTEM.

(A) In addition to the payment of a connection fee, any person requesting service to a lot that is not adjacent to the system shall be responsible for installation of a sewer extension in dedicated streets, alleys or easements accepted by the city. Sewers shall be installed in sewer easements only when it is not in the public interest for the city to accept dedication of a street or alley in the particular location. The required sewer extension shall include all facilities necessary to serve the property as well as all abutting sewers indicated by the sewer master plan. All construction shall conform to city standards and detailed plans approved by the city manager. The city manager shall determine the size sewer required for the area for which application for service is made. A sewer shall not have an inside diameter of less than eight inches. In the case of sewer trunk mains in the sewer master plan, an appropriate credit against collection fees and cash reimbursement may be allowed in an amount to be determined by the city manager.

(B) If sewer facilities that the person would otherwise be required to provide have previously been installed, the person shall be required to pay to the city a sewer charge consisting of a pro rata share of such facilities as determined by the city manager. If such previous installation was made by the applicant or his/her predecessor in interest in the property to which service is desired, the applicant may be entitled to credit in an amount to be determined by the city manager for such installation. Previous installations eligible for these credits must have been made less than 20 years before the application. Credit for previous installations will be applied against sewer charges, but in no event shall such credits be greater than the amount paid for actual construction of the extension.

(C) When installed, connected and finally inspected, all sewer extensions shall be deemed automatically offered for dedication to the city and upon acceptance shall become the property of

the city. All necessary easements shall be granted to the city.

('64 Code, Sec. 25-11) (Ord. No. 2494)

SEC. 19-17. SPECIAL PROVISION FOR EXTENSION OF SYSTEM.

(A) When an application requires a sewer extension and it is necessary or desirable to design the extension to serve an area or users, actual or potential, in excess for that which the application is made, the applicant may be eligible for a credit for a portion of the design and construction costs for the extension. Any such credit shall be granted in an amount to be determined by the city manager.

(B) If the sewer to be constructed is included in the current sewer master plan implementation schedule, and said sewer is constructed, in part, by the applicant, the city manager may authorize an appropriate credit against the applicant's sewer connection fee. No applicant may receive a credit for more than the total amount of sewer connection fees that would be normally required of the applicant. Any credit granted by the city manager shall only be for the actual engineering and construction costs of the sewer.

(C) Upon completion of a sewer which is not in the current sewer master plan implementation schedule and to which future connections could be made, the city manager shall determine the actual cost thereof and the existing sewer charge against each front foot of abutting property, taking into consideration intersections and other property that would not receive water service.

('64 Code, Sec. 25-12) (Ord. No. 2494)

DIVISION 3. WASTEWATER INTRODUCTION INTO THE CITY'S MUNICIPAL WASTEWATER SYSTEM

SEC. 19-25. PROHIBITED; DISCHARGE STANDARDS.

(A) No person shall introduce or cause to be introduced to the system, directly or indirectly, any pollutant or wastewater that causes pass through or interference. These general prohibitions apply to all persons, whether or not they are subject to categorical pretreatment standards or any other federal, State or local pretreatment standards or requirements.

(B) No person shall introduce or cause to be introduced into the system the following pollutants, substances, or wastewater:

(1) Pollutants that create a fire or explosive hazard in the system, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR Part 261.21;

(2) Any pollutant or wastewater having a pH less than 6.0 or more than 10.0, or that may otherwise cause corrosive structural damage to the city system or equipment;

(3) Solid or viscous substances in amounts that will cause obstruction of the flow in the system resulting in interference but in no case solids greater than ½-inch (1.27 centimeters) in any dimension;

(4) Pollutants, including oxygen-demanding pollutants, released in a discharge at a flow rate and/or pollutant concentration that, either singly or by interaction with other pollutants, will cause interference with the system;

(5) Wastewater having a temperature greater than 140 degrees Fahrenheit (60 degrees

Celsius), or that will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater that causes the temperature at the introduction into the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius);

(6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

(7) Pollutants that result in the presence of toxic gases, vapors, or fumes within the system in a quantity that may cause acute worker health and safety problems;

(8) Trucked or hauled pollutants, except at discharge points designated by the city manager in accordance with section 19-41 of this article;

(9) Noxious or malodorous liquids, gases, solids, or other wastewater that, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

(10) Wastewater that imparts color that cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit;

(11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or federal regulations;

(12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, single pass noncontact cooling water and unpolluted wastewater, unless specifically authorized by the city manager;

(13) Sludges, screenings, or other residues from the pretreatment of industrial wastes, except as specifically authorized by the city manager;

(14) Medical wastes, except as specifically authorized by the city manager in an IWD permit;

(15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

(16) Detergents, surface-active agents, or other substances that may cause excessive foaming in the system;

(17) Wastes defined as hazardous waste by RCRA or the California Hazardous Waste Control Law; and/or

(18) Wastewater, when measured with a combustible gas indicator, at the point of discharge into the system or at any point in the system, that results in two readings over 5% or any single reading over 10% of the lower explosive limit of the combustible gas indicator.

(C) No person shall process or store pollutants, substances, or wastewater prohibited by this section in such a manner that they could be discharged to the system.

(D) No person shall discharge any domestic or industrial wastewater to the ground, into any surface drainage conduit, storm drain or channel, or stream or other water course.

(E) Any industrial user obtaining a new permit after the effective date of this provision to discharge to the sewer shall not discharge wastewater containing total dissolved solids (TDS) at concentrations exceeding 1,850 mg/L. This provision shall become effective on the date the approval authority issues its approval of City Ordinance 19-25.

(1) Any industrial users currently permitted to discharge to the sewer prior to the effective date of this provision shall be held to a baseline TDS discharge concentration and loading. This provision shall become effective on the date the approval authority issues its approval of Ordinance No. 2997. This requirement shall be incorporated into individual discharge permits. Industrial users shall be required to establish a baseline TDS concentration and loading based on data collected during a site specific sampling plan approved by the city.

(F) Any industrial user obtaining a new permit after the effective date of this provision to discharge to the sewer shall not discharge wastewater containing boron at concentrations exceeding 1.86 mg/L. This provision shall become effective on the date the approval authority issues its approval of Ordinance No. 2997.

(1) Any industrial users currently permitted to discharge to the sewer prior to the effective date of this provision shall be held to a baseline boron discharge concentration and loading. This provision shall become effective on the date the approval authority issues its approval of Ordinance No. 2997. This requirement shall be incorporated into individual discharge permits. Industrial users shall be required to establish a baseline boron concentration and loading, based on data collected during a site specific sampling plan approved by the city.

(G) Centralized waste treatment (CWT) facilities subject to 40 CFR 437 Subcategory D must comply with the "Best Management Practices for Centralized Waste Treatment (CWT) Facilities (Subcategory D Multiple Wastestream)", developed by the California Association of Sanitation Agencies (CASA), February 29, 2016, and any subsequent versions and amendments. Compliance with the CASA BMPs shall be demonstrated before issuance of an industrial waste discharge permit. CWTs that do not fall within Subcategory D, but are classified as Subcategories A, B, or C must comply with all applicable requirements as established in the CASA document.

(H) No person shall discharge or cause to be discharged wastewater (untreated or treated) produced as a byproduct of oil production, drilling fluids or completion fluids from oil and gas well drilling, and fluids associated with or generated during hydraulic fracturing into the sewer system.

(I) No industrial user or person shall discharge or cause to be discharged organic solvents into the sewer system or use the sewer as a means of disposal for organic solvents. Industrial users having organic solvents on site shall provide and use a separate collection and disposal system outside the sewer system and shall provide safeguards against their accidental discharge to the sewer. An approved toxic organic management plan (TOMP) that includes control measures to prevent entry of toxic organics and other solvents into the sanitary sewer system shall be filed by the industrial user as a condition of permission to discharge to the sanitary sewer. The TOMP shall be updated whenever any significant change in the inventory, usage, or management of toxic organic compounds occurs. The updated TOMP shall be submitted to the City of Oxnard for approval. Records documenting appropriate disposal and handling of organic solvents shall be maintained for a period of three years and made available for inspection. Any accidental solvent discharges shall be reported to the city within 24 hours of the discharge.

(J) No industrial user, dental discharger or person shall discharge or cause to be discharged any mercury or amalgam waste into the sewer system. All dental dischargers that place or remove amalgam must operate and maintain an amalgam separator that complies with ANSI/ADA Specifications 108 (2009) with Technical Addendum (2011) or ISO 11143 Dentistry-Amalgam Separators and any subsequent versions or amendments. The dental discharger shall comply with the most recent Best Management Practices for Dental Amalgam Waste as recommended by the American Dental Association, and specified in 40 CFR 441 (Effluent Limitations Guidelines and Standards for the Dental Category) June 14, 2017. Records documenting appropriate handling and disposal of mercury and amalgam shall be maintained for three years and made available for

inspection.

(K) No industrial user or person shall discharge or cause to be discharged wastewater that exceeds any applicable site-specific limitation for gross beta radioactivity established by the city. The maximum allowable industrial loading (MAIL) to the wastewater treatment plant for gross beta radioactivity is 6.29×10^8 pCi/d. Any SIU that has the potential to discharge gross beta radioactivity at concentrations that may cause interference or pass-through at the POTW will be issued a site-specific limitation based on an allocation of the MAIL established by the city. The site-specific limitation will be incorporated into the individual SIU's discharge permit.

('64 Code, Sec. 25-13) (Ord. No. 2494, 2997)

SEC. 19-26. LOCAL LIMITS.

(A) The city manager is authorized to establish local limits pursuant to 40 CFR 403.5(c).

(B) Limits for the pollutants listed below are established to protect against pass through and interference in accordance with 40 CFR Part 403.5(c). No person shall introduce, or cause to be introduced, wastewater containing quantities or concentrations in excess of the limits identified in the following table:

<i>Pollutant</i>	<i>Local Limit</i>
<i>Pollutant</i>	<i>Local Limit</i>
Ammonia	57 mg/L
Arsenic	0.13 mg/L
Biochemical Oxygen Demand	800 mg/L
Cadmium	0.013 mg/L
Chloride	9,205 mg/L
Chromium	0.44 mg/L
Copper	2.02 mg/L
Hydrogen Sulfide (dissolved)	0.34 mg/L
Lead	0.97 mg/L
Mercury	0.05 mg/L
Molybdenum	1.50 mg/L
Nickel	0.14 mg/L
Oil and Grease (vegetable)	250 mg/L
Oil and Grease (mineral)	100 mg/L
Selenium	0.49 mg/L
Silver	0.06 mg/L
Total Suspended Solids	1,000 mg/L
Zinc	1.06 mg/L

(C) All concentrations for metallic substances are for "total" metal unless otherwise indicated. At

the discretion of the city manager, mass limitations may be imposed on users in addition to or in place of the concentration based limitations on the above listed pollutants.

(D) The city manager may develop BMPs, by ordinance or in individual wastewater discharge permits or general permits, to implement local limits and the requirements of this section.

(`64 Code, Sec. 25-14) (Ord. No. 2494, 2761, 2997)

SEC. 19-27. FEDERAL CATEGORICAL PRETREATMENT STANDARDS.

(A) The federal categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405 through 471 are hereby incorporated by reference. A violation of such standards shall constitute a violation of this section.

(B) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the city manager may impose equivalent concentration or mass limits in accordance with 40 CFR Part 403.6(c).

(C) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the city manager shall impose an alternate limit using the combined waste stream formula in 40 CFR Part 403.6(e).

(D) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR Part 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.

(E) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR Part 403.15.

(`64 Code, Sec. 25-15) (Ord. No. 2494)

SEC. 19-28. MEDICAL AND INFECTIOUS WASTES.

(A) The city manager may prohibit the introduction of medical wastes and may require that any such wastes be rendered noninfectious prior to discharge if deemed to pose a threat to public health and safety.

(B) No person shall discharge solid wastes from hospitals, clinics, offices of medical doctors, convalescent homes, medical laboratories or other medical facilities to the system including, but not limited to, hypodermic needles, syringes, instruments, utensils or other paper and plastic items of a disposable nature, or recognizable portions of the human anatomy or laboratory animals, except where prior written approval for such discharges is given by the city manager. Approved discharges shall be considered industrial wastewater discharge under this article. The city manager may revoke such approval at any time.

(`64 Code, Sec. 25-16) (Ord. No. 2494)

SEC. 19-29. CITY'S RIGHT OF REVISION.

The city reserves the right to establish, by ordinance or in IWD permits, more stringent standards or requirements on discharges to the system.

(`64 Code, Sec. 25-17) (Ord. No. 2494)

SEC. 19-30. SPECIAL AGREEMENTS.

The city reserves the right to enter into special agreements with users, setting out special terms under which they may discharge into the system. In no case will a special agreement waive compliance with a pretreatment standard or requirement. However, the user may request a net gross adjustment to a categorical standard in accordance with 40 CFR Part 403.15. The user may also request a variance from the categorical pretreatment standard from the approval authority. Such a request will be approved only if the user can prove that factors relating to its discharge are fundamentally different from the factors considered by EPA when establishing that categorical pretreatment standard. A user requesting a fundamentally different factor variance must comply with the procedural and substantive provisions in 40 CFR Part 403.13.

(`64 Code, Sec. 25-18) (Ord. No. 2494)

SEC. 19-31. VARIANCES.

(A) The city manager may grant a variance from one or more of the provisions of this article. Prior to issuing such a variance, the city manager shall verify that in no case will the granting of a variance allow the user to exceed applicable categorical pretreatment standards or requirements or federally mandated prohibitions.

(B) The city manager may require the user to monitor the volumes and/or concentrations of the discharge in excess of previous levels, if the city manager deems it necessary to properly enforce any variance granted under this section.

(C) The city manager reserves the right to impose requirements that are stricter than, or in addition to, those specified under the authority of sections 19-25 and 19-26 should the quantity or quality of the user's discharge merit unique consideration by virtue of the impact of the user's discharge on the system or public health and welfare.

(D) The city manager reserves the right to revoke the variance at any time.

(E) The city manager reserves the right to charge additional fees related to the granting of a variance.

(`64 Code, Sec. 25-19) (Ord. No. 2494)

SEC. 19-32. DILUTION.

No user shall ever increase the use of process water for the purpose of diluting a discharge, or in any other way attempt to dilute a discharge. The city manager may impose mass limitations on users suspected of using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

(`64 Code, Sec. 25-20) (Ord. No. 2494)

DIVISION 4. PRETREATMENT OF INDUSTRIAL WASTEWATER

SEC. 19-35. PRETREATMENT FACILITIES.

Users shall provide wastewater pretreatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, local limits and the prohibitions set out in section 19-25 of this article within the time limitations specified by EPA, the State, or the city manager, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the city manager for review, and shall be acceptable to the city manager before such facilities are constructed. The review of such plans and operating procedures

will in no way relieve the user from the responsibility of modifying the facility as necessary to produce a discharge acceptable to the city manager under the provisions of this article.

(`64 Code, Sec. 25-21) (Ord. No. 2494)

SEC. 19-36. ADDITIONAL PRETREATMENT MEASURES.

(A) Whenever deemed necessary, the city manager may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate domestic waste streams from industrial waste streams, and such other conditions as may be necessary to protect the system and determine the user's compliance with the requirements of this article.

(B) The city manager may require any person discharging into the system to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure active management of flow. An IWD permit may be issued solely for flow regulation.

(C) Users shall provide gravity separation devices when, in the opinion of the city manager, they are necessary for the proper handling of wastewater containing excessive amounts of oil and grease or sand. All gravity separation devices shall be of a type and capacity approved by the city manager and shall be so located to be easily accessible for cleaning and inspection. Such devices shall be inspected, cleaned, and repaired regularly, as needed, by the user at user's expense.

(D) The city manager may require users with the potential to discharge flammable substances to install and maintain an approved combustible gas detection meter.

(E) All dental dischargers are required to maintain a current industrial wastewater discharge permit.

(`64 Code, Sec. 25-22) (Ord. No. 2494, 2997)

SEC. 19-37. SEPARATION OF DOMESTIC AND INDUSTRIAL WASTEWATER.

All domestic wastewater including, but not limited to, those from restrooms, showers and drinking fountains shall be kept separate from all industrial wastewater until the industrial wastewater has passed through any required pretreatment system and/or monitoring facility.

(`64 Code, Sec. 25-23) (Ord. No. 2494)

SEC. 19-38. SPILL PREVENTION PLANS.

(A) Each user shall provide protection from accidental discharge of prohibited materials, other regulated pollutants or wastewater called out in this article or any other materials in concentration or quantities of which could be detrimental to the system, its operation or personnel. Each floor drain or floor sink located in an area where regulated chemicals are stored or used shall be protected in a manner approved by the city manager to prevent uncontrolled or accidental discharges of these regulated constituents from directly entering the system. Facilities to prevent accidental discharge shall be provided and maintained at the owner's and/or operator's expense. Detailed plans in the form of a spill prevention, control, and countermeasures plan (showing facilities and operating procedures to provide this protection) shall be submitted to the city manager for review and approval prior to construction of said facilities. Such review and approval of plans and operating procedures shall not relieve the user from the responsibility of said facilities as necessary to meet the other requirements of this article.

(B) A notice shall be permanently posted on the user's bulletin board or other prominent place

advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

(C) Any user who causes or discovers a slug discharge of regulated pollutants or wastewater into the system shall immediately telephone the city manager in order that corrective action may be taken to protect the system, its operation and personnel. In addition, the person responsible for the discharge of the wastes or wastewater shall file a written report to the city manager, detailing the date, time and cause of the accidental discharge, the quantity and characteristics of the discharge and corrective action taken to prevent future discharges. The report shall be filed within five days of the occurrence of the discharge.

(`64 Code, Sec. 25-24) (Ord. No. 2494)

SEC. 19-39. ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS.

(A) The city manager shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan. The city manager may require any user to develop, submit for approval, and implement such a plan. Alternatively, the city manager may develop such a plan for any user.

(B) An accidental discharge/control slug plan shall address, at a minimum, the following:

- (1) Description of discharge practices, including non-routine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the city manager of any accidental or slug discharge; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(`64 Code, Sec. 25-25) (Ord. No. 2494, 2761)

SEC. 19-40. TENANT AND OWNER RESPONSIBILITIES.

Any tenant under any rental, lease, or other agreement shall be jointly and severally responsible for compliance with the provisions of this article in the same manner as the owner, and both owner and tenant shall be jointly and severally liable to the city for any costs, damages, fines or penalties incurred and/or imposed by the city due to noncompliance by the tenant or owner with provisions of this article.

(`64 Code, Sec. 25-26) (Ord. No. 2494)

SEC. 19-41. DISCHARGES OF WASTES OR WASTEWATER INTO THE SYSTEM FROM VEHICLES.

(A) Septage may be introduced into the system only at locations designated by the city manager, and at such times as are established by the city manager. Such wastes shall not violate the provisions of division 3 of this article or any other federal, State or local regulation. The city manager may require septic tank waste haulers to obtain IWD permits.

(B) Industrial waste or wastewater haulers shall obtain IWD permits from the city manager. The city manager may require generators of hauled industrial waste or wastewater to obtain IWD permits. The city manager also may prohibit the disposal of hauled industrial waste or wastewater. The discharge of hauled industrial waste or wastewater is subject to all other requirements of this article.

(C) Industrial waste or wastewater haulers may only discharge loads at locations designated by the city manager. No load may be discharged without prior consent of the city manager. The city manager may collect samples of each hauled load to ensure compliance with applicable standards. The city manager may require the hauler to provide a waste analysis of any load prior to discharge.

(D) Industrial waste or wastewater haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste or wastewater hauler, permit number, truck identification, source of waste or wastewater, and volume and characteristics of waste or wastewater. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are hazardous wastes designated in RCRA.

(`64 Code, Sec. 25-27) (Ord. No. 2494)

SEC. 19-42. VANDALISM.

No person shall willfully or negligently break, damage, destroy, uncover, deface, tamper with or prevent access to any structure, appurtenance or equipment, or other part of the system. Any person found in violation of this requirement shall be subject to the sanctions set out in divisions 8 through 10 of this article.

(`64 Code, Sec. 25-28) (Ord. No. 2494)

SEC. 19-43. DISCHARGES FROM FOOD ESTABLISHMENTS, VEHICLE MAINTENANCE FACILITIES, AND COMMERCIAL AND INDUSTRIAL LAUNDRIES.

(A) All food service establishments that introduce industrial wastewater into the system shall be required to install an approved grease interceptor device designed to prevent the unlawful discharge of fats, oil, and grease into the system. The grease interceptor device shall be a minimum of 750 gallons and in accordance to city standard plates 400, 413, and 415. The grease interceptor shall be easily accessible for cleaning and inspection. Maintenance records shall be maintained for a minimum of two years. The city manager may grant variances from the requirements of this paragraph on a case by case basis. The city manager may take into account the following items when determining whether to grant a variance:

- (1) Size of the restaurant;
- (2) Type and number of meals served per day;
- (3) Seating capacity;
- (4) Dishwashing facilities on-site; and
- (5) Any other criteria the city manager deems applicable.

(B) All automotive related maintenance facilities that introduce industrial wastewater into the system shall be required to install a gravity separation device designed to prevent the excessive discharge of sand, silt, oil, and grease into the system. The gravity separation device shall be a minimum of 750 gallons and in accordance to city standard plates 400, 413, and 416. The city

manager may grant variances from the requirements of this paragraph on a case by case basis.

(C) All commercial laundries, such as coin-operated facilities, that introduce industrial wastewater into the system shall be required to install a lint removal trap of a size and design approved by the city manager. The lint trap devices shall be cleaned at a minimum of one time per week. All commercial laundries that introduce wastewater into the system shall be required to install a gravity separation device of a minimum 750 gallons and in accordance to city standard plates 400, 413, and 416. The city manager may grant variances from the requirements of this paragraph on a case by case basis.

(D) The city manager may maintain an information file available for public use of acceptable designs of grease interceptors and gravity separation devices. These devices shall be designed in accordance with city standard plates 400, 413, 415, or 416. The installation of a design shown in such file or of any design meeting the size requirement set forth in this article or any recommendation of requirements made by the city manager shall not impute any liability to the city for the adequacy of the interceptor or gravity separation device under the actual conditions of use. Such installation shall not relieve the owner or proprietor of responsibility for keeping prohibited substances or substances in excess of the local limits in Section 19-26.

('64 Code, Sec. 25-29) (Ord. No. 2494, 2997)

SEC. 19-44. MAINTENANCE OF GREASE INTERCEPTORS AND GRAVITY SEPARATION DEVICES.

(A) Any grease interceptor or gravity separation device required by this article shall be readily accessible for inspection and properly maintained to assure that the accumulations of grease, sand or oil do not impair its efficiency or pass out with the effluent.

(B) All persons required to use and maintain a grease interceptor or gravity separation device shall keep records of the pretreatment device cleaning, maintenance and grease removal and provide such reports on request to the city manager. These records shall include the date, the name of the person who cleaned the device and the disposal site of the waste. The report may be reviewed by the city manager at each routine inspection.

(C) Persons hauling wastes and wastewater removed from these interceptors or gravity separation devices shall be registered to do so by the appropriate permitting agency.

(D) An interceptor or gravity separation device shall not be considered properly maintained if material accumulations total more than 25 percent of the operating fluid capacity.

(E) Improper maintenance of any grease interceptors and gravity separation devices or failure to maintain adequate records shall be considered a violation of this section.

('64 Code, Sec. 25-30) (Ord. No. 2494)

SEC. 19-45. LIMITATIONS ON THE USE OF GARBAGE GRINDERS.

Pollutants from garbage grinders shall not be discharged into the system except as follows:

(A) Wastes generated in preparation of food in a residence;

(B) Where the user has an existing garbage grinder and has an approval for that specific use from the city, and agrees to undertake whatever self-monitoring is required to enable the city to equitably determine the charges and fees based on the waste constituents and characteristics. Such grinders must be repaired or replaced as necessary in order to at all times ensure that the

waste is shredded to a degree that all particles will be carried freely under normal flow conditions prevailing in the city system. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, garden refuse, or waste products resulting from the handling, storage and sale of fruits and vegetables in wholesale and retail produce establishments, or wastes from plants engaged in the preparation, processing or preserving of foods not intended primarily for immediate consumption; and

(C) At any time the property or business changes ownership, excluding residential property, any existing garbage grinders installed on the property must be removed and no new garbage grinders may be installed as a condition of continued city sewer service to the property.

(`64 Code, Sec. 25-31) (Ord. No. 2494)

DIVISION 5. INDUSTRIAL WASTEWATER DISCHARGE PERMIT SYSTEM

SEC. 19-50. INDUSTRIAL WASTEWATER ANALYSIS.

When requested by the city manager, an industrial user shall submit information on the nature and characteristics of its wastewater within 30 days of the request. The city manager is authorized to prepare a form for this purpose and may periodically require industrial users to update this information.

(`64 Code, Sec. 25-32) (Ord. No. 2494)

SEC. 19-51. INDUSTRIAL WASTEWATER DISCHARGE PERMIT REQUIREMENTS.

(A) No non-domestic user shall discharge or cause to be discharged wastewater, either directly or indirectly, into the system without first obtaining an IWD permit from the city manager. All non-domestic users, including, but not limited to, SIUs, CIUs, commercial and industrial laundromats, food service establishments, automotive-related businesses, and dental dischargers, are required to maintain a current industrial wastewater discharge permit.

(B) The city manager may require other users to obtain an IWD permit as necessary to carry out the purposes of this article.

(C) Any violation of the terms and conditions of an IWD permit shall be deemed a violation of this article and subjects the user to the sanctions set out in divisions 8 through 10 of this article. Obtaining an IWD permit does not relieve an industrial user of its obligation to comply with all federal and State pretreatment standards or requirements or with any other requirements of federal, State and local law.

(`64 Code, Sec. 25-33) (Ord. No. 2494, 2997)

SEC. 19-52. CONNECTIONS.

Any user required to obtain an IWD permit that proposes to begin or recommence discharging into the system shall obtain such permit prior to beginning or recommencing such discharge. An application for an IWD permit, in accordance with sections 19-53 and 19-55 of this article, shall be filed at least 90 days prior to the date upon which any discharge will begin or recommence.

(`64 Code, Sec. 25-34) (Ord. No. 2494)

SEC. 19-53. EXTRA-JURISDICTIONAL INDUSTRIAL USERS.

New users located beyond the city limits that are required to obtain an IWD permit shall submit a

permit application to the city manager 90 days prior to any proposed discharge into the system. Upon review of such application, the city manager may enter into an agreement with the user that requires the user to subject itself to and abide by this article, including all permitting, compliance monitoring, reporting, and enforcement provisions herein. Alternately, the city manager may enter into an agreement with the neighboring jurisdiction in which the user is located to provide for the implementation and enforcement of pretreatment program requirements against the user.

(`64 Code, Sec. 25-35) (Ord. No. 2494)

SEC. 19-54. INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION CONTENTS.

(A) All users required to obtain an IWD permit shall submit a permit application to the city manager at least 90 days before any proposed discharge. The city manager may require any user to submit as part of an application the following information:

- (1) All information required by section 19-71(C) of this article;
- (2) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility that are, or could accidentally or intentionally be, discharged to the system;
- (3) Number and type of employees, hours of operation, and proposed or actual hours of operation;
- (4) Each product produced by type, amount, process or processes and rate of production;
- (5) Type and amount of raw materials processed (average and maximum per day);
- (6) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
- (7) Time and duration of the discharge; and
- (8) Any other relevant information deemed necessary by the city manager to evaluate the application.

(B) Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

(`64 Code, Sec. 25-36) (Ord. No. 2494)

SEC. 19-55. APPLICATION SIGNATORIES AND CERTIFICATION.

All IWD permit applications shall be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(`64 Code, Sec. 25-37) (Ord. No. 2494)

SEC. 19-56. DECISIONS.

The city manager will evaluate the data furnished by the user and may require additional information. Within 60 days of receipt of a complete permit application, the city manager will determine whether or not to issue an IWD permit. The city manager may deny any application for an IWD permit, for good cause.

(`64 Code, Sec. 25-38) (Ord. No. 2494)

SEC. 19-57. DURATION.

IWD permits shall be issued for a specified time period, not to exceed five years. An IWD permit may be issued for a period less than five years, at the discretion of the city manager. Each IWD permit shall indicate a specific date of expiration.

(`64 Code, Sec. 25-39) (Ord. No. 2494)

SEC. 19-58. CONTENTS.

(A) An IWD permit shall include such conditions as are reasonably deemed necessary by the city manager to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate biosolids management and reuse, and protect against damage to the system.

(B) IWD permits shall contain:

- (1) A statement of the duration of the permit, which in no event shall exceed five years;
- (2) A statement that the permit is nontransferable without prior notification to and approval of the city manager in accordance with section 19-61, and provisions for furnishing the new owner or operator with a copy of the existing permit;
- (3) Effluent limits, including BMPs based on applicable pretreatment standards;
- (4) Self-monitoring, sampling, reporting, notification and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, State and local law;
- (5) A statement of applicable civil, criminal and administrative penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, State or local law; and
- (6) Requirements to control slug discharge, if determined by the city manager to be necessary.

(C) IWD permits may contain additions as the city manager deems necessary, including, but not limited to, the following conditions:

- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the system;
- (3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

- (4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the system;
- (5) Requirements for installation and maintenance of inspection and sampling, facilities and equipment;
- (6) A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal and State pretreatment standards, including those that become effective during the term of the permit; and
- (7) Other conditions as deemed appropriate by the city manager to ensure compliance with this article, and State and federal laws, rules and regulations.

('64 Code, Sec. 25-40) (Ord. No. 2494, 2761)

SEC. 19-59. APPEALS.

- (A) Any person, including the user, may petition the city to reconsider the terms of an IWD permit by filing a petition for reconsideration with the city clerk within ten days of its issuance.
- (B) Failure to submit a timely petition for reconsideration shall be deemed to be a waiver of the administrative remedy.
- (C) The petition for reconsideration shall set out the permit provisions objected to, the reasons for this objection, and the proposed alternative condition, if any, the petitioner seeks to be included in the permit.
- (D) The conditions and provisions of the permit objected to by the user shall not be stayed pending a hearing on the petition.
- (E) If the city manager fails to act within 45 days, the petition shall be deemed approved. Decisions not to reconsider a permit, not to issue a permit, or not to modify a permit shall be considered final administrative actions.
- (F) Parties seeking judicial review of such final administrative petitions shall comply with the requirements set out in Cal. Code of Civil Procedure, Sections 1094.5 and 1094.6.

('64 Code, Sec. 25-41) (Ord. No. 2494)

SEC. 19-60. MODIFICATION.

- (A) The city manager may modify a permit for good cause.
- (B) Good cause includes, but is not limited to, the following reasons:
 - (1) To incorporate any new or revised federal, State or local pretreatment standards or requirements;
 - (2) To address significant alterations or additions to the user's operation, processes, or wastewater volume or characteristic since the time of permit issuance;
 - (3) A change in the system that requires either a temporary or permanent reduction or elimination of the authorized discharge;
 - (4) Information indicating that the permitted discharge poses a threat to the system, city employees, or the receiving waters;

- (5) Violation of any terms or conditions of the permit;
- (6) Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting;
- (7) Revision of or a grant of variance from categorical pretreatment standard pursuant to 40 CFR Part 403.13;
- (8) To correct typographical or other errors in the permit; or
- (9) To reflect transfer of the facility ownership and/or operation to a new owner/operator.

(`64 Code, Sec. 25-42) (Ord. No. 2494)

SEC. 19-61. TRANSFER.

(A) IWD permits may be transferred to a new owner or operator only if the permittee gives at least 30 days advance notice to the city manager and the city manager approves the transfer. The notice shall include a written certification by the new owner or operator that:

- (1) The new owner and/or operator has no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; and
- (3) Acknowledges full responsibility for complying with the existing permit.

(B) Failure to provide advance notice of a transfer renders the permit void as of the date of facility transfer.

(`64 Code, Sec. 25-43) (Ord. No. 2494)

SEC. 19-62. REVOCATION.

(A) The city manager may revoke an IWD permit for good cause, including, but not limited to, the following reasons:

- (1) Failure to notify the city manager of significant changes to the wastewater prior to the changed discharge;
- (2) Failure to provide prior notification to the city manager of changed conditions pursuant to section 19-75 of this article;
- (3) Misrepresentation or failure to fully disclose all relevant facts in the permit application;
- (4) Falsifying self-monitoring reports;
- (5) Tampering with monitoring equipment;
- (6) Refusing to allow the city manager timely access to the facility premises and records;
- (7) Failure to meet effluent limitations;
- (8) Failure to pay fines;
- (9) Failure to pay sewer use charges;
- (10) Failure to meet compliance schedules;

- (11) Failure to complete a wastewater survey or the permit application;
- (12) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- (13) Violation of any pretreatment standard or requirement, or any terms of the permit or this article.

(B) IWD permits shall be voidable upon cessation of operations or transfer of business ownership. All IWD permits issued to a particular user are void upon the issuance of a new IWD permit to that user.

(`64 Code, Sec. 25-44) (Ord. No. 2494)

SEC. 19-63. REISSUANCE.

A user holding an expiring IWD permit shall apply for reissuance of the permit by submitting a complete IWD permit application in accordance with sections 19-54 and 19-55 of this article, at least 90 days prior to the expiration of the user's existing permit.

(`64 Code, Sec. 25-45) (Ord. No. 2494)

SEC. 19-64. CONTINUATION OF EXPIRED INDUSTRIAL WASTEWATER DISCHARGE PERMITS.

An expired IWD permit will continue to be effective and enforceable until the permit is reissued if:

- (A) The user has submitted a complete IWD permit application at least 90 days prior to the expiration date of the user's existing permit; and
- (B) The failure to reissue the IWD permit before the expiration of the existing permit is not due to any act or failure to act on the part of the user.

(`64 Code, Sec. 25-46) (Ord. No. 2494)

SEC. 19-65. MUNICIPAL USER PERMITS.

(A) If another legal jurisdiction outside the city, or user located within another legal jurisdiction outside the system, contributes wastewater to the system, the city manager shall enter into an agreement for wastewater services with the municipality or users pursuant to section 19-53 of this article.

(B) Prior to entering into an agreement required by subsection (A) of this section, the city manager shall request the following information from the contributing municipality:

- (1) A description of the quality and volume of wastewater discharged to the system by the contributing municipality;
- (2) An inventory of all users within the contributing municipality that are discharging to the system; and
- (3) Any other information as the city manager may deem necessary.

(C) An agreement, as required by subsection (A) of this section, shall contain the following conditions:

- (1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at

least as stringent as this article and local limits that are at least as stringent as those established under authority of section 19-26. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to this article or local limits;

(2) A requirement for the contributing municipality to submit a revised user inventory on at least an annual basis;

(3) A provision specifying which pretreatment implementation activities, including IWD permit issuance, inspection and sampling, and enforcement will be conducted by the contributing municipality; which of these will be conducted by the city manager; and which of these activities will be conducted jointly by the contributing municipality and the city manager;

(4) A requirement for the contributing municipality to provide the city manager with access to all information that the contributing municipality obtains as part of its pretreatment activities;

(5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the system;

(6) Requirements for monitoring the contributing municipality's discharge;

(7) A provision ensuring the city manager access to the facilities of users located in the contributing municipality's jurisdictional boundaries for the purpose of inspecting, sampling, and any other duties deemed necessary by the city manager; and

(8) A provision specifying remedies for breach of the terms of the agreement.

('64 Code, Sec. 25-47) (Ord. No. 2494)

DIVISION 6. REPORTING REQUIREMENTS

SEC. 19-70. MONITORING FACILITIES.

(A) All users required to obtain an IWD permit shall furnish, install and properly maintain a monitoring facility for wastewater sampling. This monitoring facility shall be of a design or configuration approved by the city manager, who may require flow measurement equipment, automatic flow proportional sampling equipment and automatic wastewater analysis and data recording equipment.

(B) Each user, as a part of its application for obtaining an IWD permit, shall propose a suitable location and design for the wastewater monitoring facility. Upon approval of the monitoring facility by the city manager, the user shall perform wastewater monitoring at this facility. The monitoring facility shall be located so as to be safe and accessible to city employees, and shall be constructed in accordance with the city's requirements, and all applicable local building codes and other local construction requirements. The user's proposal for a wastewater monitoring facility shall comply with the city's design requirements and shall be reviewed and approved by the city manager. Plans for all wastewater monitoring facilities, including flow measurement and sampling systems, determined by the city manager to require engineering design, shall be prepared and signed by a civil, chemical or mechanical engineer registered in the State or a registered engineer of other suitable discipline as determined by the city manager.

(C) The user's wastewater sampling analysis and flow measurement procedures, equipment, and results shall be subject to inspection by the city manager at any time. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times by the user.

(D) Failure of a user to keep approved wastewater monitoring facilities clean and in good working order shall not be grounds for the user to claim that any sample results are unrepresentative of the user's wastewater. Flow measurement systems shall be regularly maintained and calibrated in accordance with guidelines established by the city manager.

(`64 Code, Sec. 25-48) (Ord. No. 2494)

SEC. 19-71. BASELINE MONITORING REPORTS.

(A) Within either 180 days after the effective date of a categorical pretreatment standard by an agency with the appropriate jurisdiction and authority to adopt categorical pretreatment standards, or within 180 days after the final administrative decision on a category determination under 40 CFR Part 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the system shall submit to the city manager a report which contains the information listed in subsection (C) below.

(B) At least 90 days prior to commencement of discharge, new sources, and sources that become categorical users subsequent to the promulgation of applicable categorical standard, shall submit to the city manager a report which contains the information listed in subsection (C) below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of anticipated flow and quantity of pollutants discharged.

(C) Users described above shall submit the information set forth below, and all such submittals must be signed and certified in accordance with section 19-55 of this chapter:

- (1) The name and address of the facility, including the name of the operator and owner;
- (2) A list of any environmental control permits held by or for the facility;
- (3) A brief description of the nature, average rate of production, and standard industrial classifications of the operation carried out by the user including a schematic process diagram that indicates points of discharge to the system from the regulated processes;
- (4) Information showing the measured average daily and maximum daily flow, in gallons per day, to the system from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR Part 403.6(e);
- (5)
 - (a) The categorical pretreatment standards applicable to each regulated process;
 - (b) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or the city manager, of regulated pollutants in the discharge from each regulated process including instantaneous, daily maximum, and long-term average concentrations, or mass, where required;
 - (c) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 19-79 of this article. Sampling shall be performed in accordance with procedures set out in section 19-80 of this article.
- (6) A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements;
- (7) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the user shall provide the city manager with the shortest schedule by which the user shall complete

such additional pretreatment and/or O&M. The completion date shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 19-72 of this article;

(8) Any other relevant information requested by the city manager; and

(9) Signed and certified baseline monitoring reports in accordance with section 19-71 of this article.

(`64 Code, Sec. 25-49) (Ord. No. 2494, 2761, 2875)

SEC. 19-72. COMPLIANCE SCHEDULES.

The following conditions shall apply to the schedule required by section 19-71(C)(7) of this article:

(A) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation;

(B) No increment referred to above shall exceed nine months;

(C) The user shall submit a progress report to the city manager no later than 14 days following each date in the schedule and the final date of compliance including, at a minimum, whether user complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

(D) In no event shall more than nine months elapse between such progress reports to the city manager.

(`64 Code, Sec. 25-50) (Ord. No. 2494)

SEC. 19-73. REPORT ON COMPLIANCE WITH CATEGORICAL PRETREATMENT STANDARD DEADLINE.

Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the system, any user subject to such pretreatment standards and requirements shall submit to the city manager a report containing the information described in section 19-71(C) (4) through (6). For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR Part 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with section 19-55 of this article.

(`64 Code, Sec. 25-51) (Ord. No. 2494)

SEC. 19-74. PERIODIC COMPLIANCE REPORTS.

(A) All significant industrial users shall, at a frequency determined by the city manager, but in no case less than twice per year (in June and December), submit a report indicating the nature and

concentration of pollutants in the discharge that are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the user must submit documentation required by the city manager of the pretreatment standard necessary to determine the compliance status of the user. All periodic compliance reports must be signed and certified in accordance with section 19-55 of this article.

(B) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(C) If a user, subject to the reporting requirement in this section, monitors any pollutant more frequently than required by the city manager, using the procedures prescribed in section 19-79 of this article, the results of this monitoring shall be included in the report sent to the city manager.

('64 Code, Sec. 25-52) (Ord. No. 2494, 2761)

SEC. 19-75. REPORT OF CHANGED CONDITIONS.

(A) Each user shall notify the city manager of any planned significant changes to the user's operations or system which might alter the nature, quality or volume of its wastewater at least 30 days before the change.

(B) The city manager may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an IWD permit application under sections or 19-54 or 19-55 of this article, if necessary.

(C) The city manager may issue an IWD permit under section 19-56 of this article, or modify an existing IWD permit under section 19-60 of this article in response to changed conditions or anticipated changed conditions.

(D) For purposes of this section, significant changes include, but are not limited to, flow increases of 25% or greater, and the discharge of any previously unreported pollutants.

(E) (1) An IU shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the IU discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the IU: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following 12 months. All notifications must take place within 180 days after the effective date of this rule. Industrial users who commence discharging after the effective date of this rule shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Any notification under this subsection need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under 40 CFR 403.12(j). The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of 40 CFR 403.12(b), (d), and (e).

(2) Dischargers are exempt from the requirements of subsection (E)(1) of this section during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than 15 kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the IU discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the IU must notify the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

(4) In the case of any notification made under subsection (E) of this section, the IU shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(`64 Code, Sec. 25-53) (Ord. No. 2494, 2875)

SEC. 19-76. REPORTS OF POTENTIAL PROBLEMS.

(A) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, which may cause potential problems for the system, the user shall immediately telephone and notify the city manager of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(B) Within five days following such discharge, the user shall, unless this requirement is waived by the city manager, submit a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability that may be incurred as a result of damage to the system, natural resources, or any other damage to person or property, nor shall such notification relieve the user of any fines, penalties, or other liability that may be imposed by this article or any other applicable provision of federal, State or local law.

(C) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in subsection (A) above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

(D) Significant industrial users are required to notify the city manager immediately of any changes at its facility affecting the potential for a slug discharge.

(`64 Code, Sec. 25-54) (Ord. No. 2494, 2761)

SEC. 19-77. REPORTS FROM UNPERMITTED USERS.

All users not required to obtain an IWD permit shall provide appropriate reports as the city manager may require.

(`64 Code, Sec. 25-55) (Ord. No. 2494)

SEC. 19-78. NOTICE OF VIOLATION; REPEAT SAMPLING AND REPORTING.

If a user's sampling indicates a violation, the user shall notify the city manager within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the city manager within 30 days after becoming aware of the violation. The user is not required to resample if the city manager conducts monitoring at the user's facility at least once a month, or if the city manager samples between the user's initial sampling and when the user receives the results of this sampling. If the city performed the sampling and analysis in lieu of the industrial user, the city will perform the repeat sampling and analysis unless the city notifies the industrial user of the violation and requires the user to perform the repeat sampling and analysis.

(`64 Code, Sec. 25-56) (Ord. No. 2494, 2761)

SEC. 19-79. ANALYTICAL REQUIREMENTS.

All pollutant analyses, including sampling techniques, to be submitted as part of an IWD permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses shall be performed in accordance with procedures approved by the EPA.

(`64 Code, Sec. 25-57) (Ord. No. 2494)

SEC. 19-80. SAMPLE COLLECTION.

(A) Except as indicated in subsection (B) below, the user shall collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the city manager may authorize the use of time proportional sampling. Where time-proportional composite sampling or grab sampling is authorized by the city manager, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city manager, as appropriate. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

(B) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds shall be obtained using grab collection techniques.

(C) For sampling required in support of baseline monitoring and 90-day compliance reports required in section 19-71 and 19-73 (40 CFR 403.12(b) and (d)), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the city manager may authorize a lower minimum. For the reports required by section 19-74 (40 CFR 403.12(e) and 403.12(h)), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance by with applicable pretreatment standards and requirements.

(D) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the user should measure the flows and concentrations necessary to allow use of the combined wastestream

formula of 40 CFR 403.6(e) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the city.

(`64 Code, Sec. 25-58) (Ord. No. 2494, 2761, 2875)

SEC. 19-81. MONITORING CHARGES.

The city manager may recover the city's expenses incurred in collecting and analyzing samples of the user's discharge and may collect such charges in the manner specified in division 11 of this article.

(`64 Code, Sec. 25-59) (Ord. No. 2494)

SEC. 19-82. TIMING.

Written reports, applications, notices, and all mailings shall be deemed to have been submitted on the date postmarked. For reports that are not mailed, postage prepaid, into a mail facility serviced by the United States mail, the date of receipt of the report shall govern.

(`64 Code, Sec. 25-60) (Ord. No. 2494)

SEC. 19-83. RECORD KEEPING.

Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with BMPs established under section 19-26(C). Records shall include the date, exact place, method, and time of sampling and the name of the person taking the samples, the dates analyses were performed, who performed the analyses, the analytical techniques or methods used, and the results of such analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the city or where the user has been specifically notified of a longer retention period by the city manager.

(`64 Code, Sec. 25-61) (Ord. No. 2494, 2761)

DIVISION 7. COMPLIANCE MONITORING

SEC. 19-90. RIGHT OF ENTRY; INSPECTION AND SAMPLING.

(A) The city manager shall have the right to enter the premises of any user to determine whether the user is complying with the requirements of this article and any IWD permit or order issued hereunder. Users shall allow the city manager ready access to all parts of the premises for the purposes of inspecting, sampling, examining and copying records, and performing of any additional duties.

(B) Where a user has security measures in force that require proper identification and clearance before entry into user's premises, the user shall make necessary arrangements with user's security guards so that, upon presentation of suitable identification, the city manager will be permitted to enter, without delay, for the purposes of performing specific responsibilities.

(C) The city manager shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operation.

(D) The city manager may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at user's sole expense. All devices used to measure wastewater flow shall be electronically calibrated at least every six months and hydraulically calibrated at least every five years to ensure their accuracy.

(E) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the city manager and shall not be replaced. The costs of clearing such access shall be borne by the user.

(F) Refusal of access or unreasonable delays in allowing the city manager access to the user's premises shall be a violation of this article. The city manager may give notice of inspections at the city managers discretion, but unannounced inspections are an important part of the city's enforcement program, and users shall have no right to advance notice of any city inspections.

(`64 Code, Sec. 25-62) (Ord. No. 2494)

SEC. 19-91. INSPECTION; SEARCH WARRANTS.

If the city manager has been refused access to a building, structure or property, or any part thereof, in violation of this article and/or any IWD permit, the city manager may seek issuance of an inspection or search warrant from a court in addition to pursuing any other remedies available to the city provided by federal, State or local law.

(`64 Code, Sec. 25-63) (Ord. No. 2494)

SEC. 19-92. CONFIDENTIAL INFORMATION.

(A) Information and data provided to the city manager pursuant to this part which is effluent data shall be available to the public without restriction.

(B) Unless eligible for confidential treatment as provided in 40 CFR Part 2, all other information which is submitted to the city manager pursuant to this article shall be available to the public in accordance with the California Public Records Act and at least to the extent provided by 40 CFR 2.302.

(`64 Code, Sec. 25-64) (Ord. No. 2494, 2875)

SEC. 19-93. PUBLICATION OF SIGNIFICANT VIOLATORS.

(A) In accordance with the public participation requirements of 40 CFR Part 25, the city manager shall at least annually publish a list of the users that, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. Publication pursuant to this section shall be in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of IUs which were in significant noncompliance with applicable pretreatment requirements. The cost of such publication, if any, may be charged to such users by the city manager in accordance with division 11 of this article.

(B) For the purposes of this section, a SIU (or any IU which violates paragraphs (3), (4), or (8) of this subsection) is in significant noncompliance if its violation meets one or more of the following criteria:

- (1) Chronic violations of wastewater discharge limits, defined as those in which 66% or more

of wastewater measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits as defined by 40 CFR 403.3(l);

(2) Technical review criteria (TRC) violations, defined as those in which 33% or more of wastewater measurements taken for each pollutant parameter during a six-month period equal or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l), multiplied by the applicable TRC (1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge;

(5) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide, within 45 days after the due date, any required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation or group of violations, which may include a violation of BMPs, that the POTW determines will adversely affect the operation or implementation of the city's pretreatment program.

(`64 Code, Sec. 25-65) (Ord. No. 2494, 2761, 2875)

DIVISION 8. ADMINISTRATIVE ENFORCEMENT REMEDIES

SEC. 19-100. NOTIFICATION OF VIOLATION.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or order issued hereunder, or any pretreatment standard or requirement, the city manager may serve upon that user a written notice of violation.

(B) (1) Within ten days of the service of such notice, the user shall submit to the city manager an explanation of the violation and a plan for the satisfactory correction and prevention thereof, including specific required actions.

(2) Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation.

(C) Nothing in this section shall limit the authority of the city manager to take any action, including emergency action or any other enforcement action, without first issuing a notice of violation.

(`64 Code, Sec. 25-66) (Ord. No. 2494)

SEC. 19-101. CONSENT ORDERS.

The city manager may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for the noncompliance. Such documents shall include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to section 19-103 and 19-104 of this article.

(`64 Code, Sec. 25-67) (Ord. No. 2494)

SEC. 19-102. ORDER TO SHOW CAUSE.

(A) The city manager may order a user that has violated, or continues to violate, any provision of this article, an IWD permit or an order issued hereunder, or any other pretreatment standard or requirement, to appear before the city manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user, specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken.

(B) The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten days before the meeting. Such notice may be served on any authorized representative of the user. An order to show cause shall not be a bar against, or prerequisite for, taking any other action against the user.

(`64 Code, Sec. 25-68) (Ord. No. 2494)

SEC. 19-103. ADMINISTRATIVE COMPLIANCE ORDERS.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or an order issued hereunder, or any other pretreatment standard or requirement, the city manager may issue an order to the user responsible for the discharge, directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued until such time as the conditions of the administrative order have been satisfied.

(B) Issuance of an administrative compliance order shall not be a bar against, or a prerequisite for, the taking of any other action against the user.

(`64 Code, Sec. 25-69) (Ord. No. 2494)

SEC. 19-104. CEASE AND DESIST ORDERS.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or order issued hereunder, or any pretreatment standard or requirements, or that the user's past violations are likely to recur, the city manager may issue an order to the user directing the user to cease and desist all such violations and directing the user to:

(1) Immediately comply with all applicable requirements; and

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

(B) Issuance of a cease-and-desist order shall not be a bar against, or a prerequisite for, the taking of any other action against the user.

('64 Code, Sec. 25-70) (Ord. No. 2494)

SEC. 19-105. ADMINISTRATIVE FINES.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or an order issued hereunder, or any pretreatment standard or requirement, the city manager may issue an administrative complaint alleging the act or failure to act that constitutes the violation, the provisions of law authorizing imposition of the administrative fine, and the proposed administrative fine.

(B) The administrative complaint shall be served by personal delivery or certified mail on the user and shall inform the user that a hearing shall be conducted within 60 days after the user has been served. The hearing officer shall be the public works director or designee. The user may waive the right to a hearing, in which case the hearing officer shall not conduct the hearing and decide the matter based upon the administrative complaint. Any user dissatisfied by the decision of the hearing officer may appeal the hearing officer's decision to the city council within 30 days of notice of the hearing officer's decision.

(C) The city manager may recommend, and the hearing officer and city council may impose, administrative fines as follows:

(1) In an amount not to exceed \$2,000 per day for failing or refusing to furnish a self-monitoring report or any other technical report required by this article;

(2) In an amount not to exceed \$3,000 per day for failing or refusing to timely comply with any compliance schedule order by the city manager;

(3) In an amount to exceed \$5,000 per violation per day for discharges in violation of discharge standards or limits, permit conditions, or prohibitions issued, reissued, or adopted by the city manager; and

(4) In an amount not to exceed \$10 per gallon for discharges in violation of any suspension, cease-and-desist order or other orders, or prohibitions issued, reissued, or adopted by the city manager.

(D) The amount of any administrative fine imposed under this section, which remains delinquent for a period of 60 days or more, shall accrue interest at a standard rate of ten percent. Further, the amount of any administrative fine and interest accrued that remains delinquent after 60 days shall constitute a lien against the real property of the user from which the discharge originated.

(E) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action, whether criminal or civil, against the user.

('64 Code, Sec. 25-71) (Ord. No. 2494)

SEC. 19-106. EMERGENCY SUSPENSIONS.

(A) The city manager may immediately suspend a user's permission to discharge into the system, whenever such suspension is necessary to stop an actual or threatened discharge that could or does cause an imminent or substantial endangerment to the operation of the system, to the environment or the public health, safety or welfare. The city manager may also immediately suspend a user's discharge, after the user is given notice and opportunity to respond, that threatens to interfere with the operation of the system, or that presents, or may present, an endangerment to the environment or the public health, safety or welfare.

(B) Any user notified of the suspension of the user's permission to discharge into the system shall immediately halt discharge into the system. In the event any user fails to immediately comply voluntarily with the suspension order, the city manager may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the system, the receiving waters, to the environment or the public health, safety or welfare. The city manager may allow the user to recommence discharge when the user has demonstrated to the satisfaction of the city manager that the threat of endangerment has passed, unless the termination proceedings set forth in section 19-107 of this article are initiated against the user.

(C) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful or potentially harmful discharge and the measures taken to prevent any such future occurrence, to the city manager before the date of any order to show cause or termination hearing under sections 19-102 and 19-107 of this article.

(D) Nothing in this section shall be interpreted as requiring any hearing before issuance of any suspension order and the taking of any action permitted under this section.

(`64 Code, Sec. 25-72) (Ord. No. 2494)

SEC. 19-107. TERMINATION OF DISCHARGE.

(A) In addition to all other remedies available under this article, federal, State and local law, the city manager may terminate any user's permission to discharge into the system if the user does any of the following acts:

- (1) Violates IWD permit conditions;
- (2) Fails to accurately report the wastewater constituents and characteristics of the user's discharge;
- (3) Fails to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;
- (4) Refuses reasonable access to the user's premises for the purpose of inspection, monitoring or sampling; or
- (5) Violates the pretreatment standards in division 3 of this article.

(B) Any user violating the provisions in subsection (A) will be notified of the proposed termination of the user's permission to discharge into the system and be offered an opportunity to show cause under section 19-102 of this article why the proposed action should not be taken. Exercise of this option by the city manager shall not be a bar to, or a prerequisite for, taking any action, whether criminal or civil, against the user.

(`64 Code, Sec. 25-73) (Ord. No. 2494)

DIVISION 9. JUDICIAL ENFORCEMENT REMEDIES

SEC. 19-115. INJUNCTIVE RELIEF.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, the city manager, through the city attorney, may petition the Ventura County Superior Court for the issuance of a temporary or permanent injunction, as appropriate, that restrains or

compels the specific performance of the conditions/ requirements of an IWD permit, order, or other requirement imposed by this article on activities of the user.

(B) The city manager may also seek other appropriate legal and/or equitable relief; including an order for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or prerequisite for, the taking of any action against, whether criminal or civil, against a user.

(`64 Code, Sec. 25-74) (Ord. No. 2494)

SEC. 19-116. CIVIL PENALTIES.

(A) A user that has violated, or continues to violate, any provision of this article, an IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement may be liable to the city for a maximum civil penalty of \$10,000 per violation per day.

(B) The city filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking other enforcement action, whether criminal or civil, against a user.

(`64 Code, Sec. 25-75) (Ord. No. 2494)

SEC. 19-117. CRIMINAL PROSECUTION.

(A) A user who willfully or negligently violates any provision of this article, an IWD permit or an order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor.

(B) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other documentation filed, or required to be maintained, pursuant to this article, an IWD permit, or an order issued hereunder, or that falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be guilty of a misdemeanor.

(`64 Code, Sec. 25-76) (Ord. No. 2494)

SEC. 19-118. REMEDIES NONEXCLUSIVE.

The provisions in this article are not exclusive remedies. The city manager may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations is authorized by this article and by state and federal law, and will generally be in accordance with the city's enforcement response plan, which contains detailed procedures indicating how the city will investigate and respond to instances of industrial user noncompliance, including: (1) how the city will investigate instances of noncompliance; (2) the types of escalating enforcement responses the city will take in response to all anticipated types of industrial user violations and the time periods within which responses will take place; (3) identification by title of the officials responsible for each type of response; and (4) consistency with the city's primary responsibility to enforce all applicable pretreatment requirements and standards, as detailed in 40 CFR 403.8(f)(1) and (f)(2). However, the city manager may take other action against any user when the circumstances warrant. Further, the city manager is empowered to take more than one enforcement action against any noncompliant user.

(`64 Code, Sec. 25-77) (Ord. No. 2494, 2875)

DIVISION 10. SUPPLEMENTAL ENFORCEMENT ACTION

SEC. 19-125. PERFORMANCE BONDS.

The city manager may decline to issue or reissue an IWD permit to a user who has failed to comply with any provision of this article, a previous IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, unless the user first files a satisfactory bond, payable to the city, in a sum to be determined by the city manager.

(`64 Code, Sec. 25-78) (Ord. No. 2494)

SEC. 19-126. LIABILITY INSURANCE.

The city manager may decline to issue or reissue an IWD permit to a user who has failed to comply with any provision of this article, a previous IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that the user has obtained financial assurances sufficient to restore or repair damage to the system caused by the user's discharge.

(`64 Code, Sec. 25-79) (Ord. No. 2494)

SEC. 19-127. WATER SUPPLY SEVERANCE.

Whenever a user has violated, or continues to violate, any provision of this article, an IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will recommence, at the user's expense, only after the user has satisfactorily demonstrated the user's ability to comply.

(`64 Code, Sec. 25-80) (Ord. No. 2494)

SEC. 19-128. INFORMANT REWARDS.

The city manager is authorized to pay up to \$500 for information leading to the discovery of noncompliance by a user. In the event that the information provided results in an administrative fine or civil penalty levied against the user, the city manager is authorized to disperse up to ten percent of the collected fine or penalty to the informant. However, a single reward payment may not exceed \$10,000.

(`64 Code, Sec. 25-81) (Ord. No. 2494)

DIVISION 11. MISCELLANEOUS PROVISIONS

SEC. 19-133. WASTEWATER RATES.

(A) The rates charged for all wastewater collected by the city shall be established by ordinance of the City Council. Each customer receiving wastewater service is liable for payment for such service at the rates so established.

(B) Pursuant to Cal. Gov't Code section 53756, and after notice is provided as required by law, the adopted rates shall automatically adjust over a five-year period for inflation in the cost of operating the city's wastewater system. If the actual inflation in natural gas and electricity rates paid by the city since the effective date of the rates exceeds the rate study's cumulative forecast for inflation in utility costs for that same period, the rates will be automatically adjusted to recover the difference between the two. For example, if in year three of these rates the actual inflation in natural gas and electricity rates paid by the city since the effective date of the rates is 8.75% and the rate model estimates a cumulative increase of 7.5% over that same time period, then the

inflation adjustment for that year would be 1.25%. On the other hand, if the actual inflation in natural gas and utility rates for this example time period is 7.5%, then no inflation adjustment would be made for that year as the actual inflation would equal the estimated inflation in the rate model. The city shall issue the adjustments no more than once per calendar year, and these adjustments will be effective at least 60 calendar days thereafter.

(C) When the City Council declares the existence of a water shortage condition pursuant to City Code Section 22-154, the wastewater treatment rates and charges provided herein that are based on water use shall be adjusted to reflect the level of severity and corresponding mandatory water conservation percentage reflected in the water shortage condition declaration. For example, if the Council declares a Stage 2 water shortage condition with a mandatory water use reduction goal of 20%, then the rates provided herein that are based on water use, shall be concurrently adjusted upward by the same percentage - 20%. This adjustment shall be initiated as of the effective date of the water shortage declaration and terminate as of the date of the termination of that water shortage declaration.

(Ord. No. 2917)

SEC. 19-134 FEES AND CHARGES.

The fees, charges and rates set forth below shall be charged and collected for the use of and for other privileges and services relating to the Regional Wastewater Treatment System of the City of Oxnard:

- (A) [reserved]
- (B) City of Oxnard user charge for wastewater system. The rate for City user classes or individual users of the wastewater system shall be calculated by the “City of Oxnard User Charge Formula” (the Oxnard Formula) as follows:

$$OMUC = p (Vm) + q (Bm) + r (Sm)$$

Where:

- OMUC = Oxnard monthly user charge in dollars
- Vm = monthly wastewater discharge in millions of gallons
- Bm = monthly BOD discharge in thousands of pounds
- Sm = monthly SS discharge in thousands of pounds
- p, q and r are unit cost coefficients established as follows:

Service		Effective July 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020	Effective January 1, 2021
Monthly wastewater discharge/millions of gallons	p =	\$3,061.50	\$3,222.23	\$3,391.40	\$3,569.45	\$3,756.85
Monthly BOD discharge/ thousands of pounds	q =	\$697.59	\$734.22	\$772.77	\$813.35	\$856.06

Monthly SS discharge/ thousands of pounds	r =	\$551.70	\$580.67	\$611.16	\$643.25	\$677.03
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(1) Formula users (industrial and commercial). The monthly user charge for formula users shall be calculated using the Oxnard Formula. Industrial and commercial users billed by Oxnard Formula shall be those so designated by the Public Works Director. For those formula users that do not provide metered wastewater flow data, the wastewater flow shall be assumed to be 90% of water consumed. For those users that provide engineering data acceptable to the Public Works Director showing a different percentage, the wastewater flows will be based on that data.

(2) Non-formula users (industrial, commercial and governmental). The monthly user charge for non-residential users of the system that are not classified as formula users by the Public Works Director shall be as follows. The rate per hundred cubic feet (HCF) of water used is based on the assumption that a percent of the water consumed is returned to the wastewater system. The applicable percentage differs based on customer class. The percentage return is included for each customer class in the tables below. The Public Works Director shall have the authority to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

(a) Commercial/school wastewater use (percentage wastewater return = 85%):

<i>Tier</i>	<i>Usage</i>	<i>Effective July 1, 2017</i>	<i>Effective January 1, 2018</i>	<i>Effective January 1, 2019</i>	<i>Effective January 1, 2020</i>	<i>Effective January 1, 2021</i>
1	0 to 50 HCF/month	\$3.49	\$3.68	\$3.88	\$4.09	\$4.31
2	> 50 to 930 HCF/ month	\$4.36	\$4.59	\$4.84	\$5.10	\$5.37
3	> 930 HCF/month	\$8.72	\$9.18	\$9.67	\$10.18	\$10.72

(b) Restaurant wastewater use (percentage wastewater return = 80%):

<i>Tier</i>	<i>Usage</i>	<i>Effective July 1, 2017</i>	<i>Effective January 1, 2018</i>	<i>Effective January 1, 2019</i>	<i>Effective January 1, 2020</i>	<i>Effective January 1, 2021</i>
1	0 to 20 HCF/month	\$3.49	\$3.68	\$3.88	\$4.09	\$4.31
2	>20 to 160 HCF/ month	\$4.36	\$4.59	\$4.84	\$5.10	\$5.37
3	> 160 HCF/month	\$8.72	\$9.18	\$9.67	\$10.18	\$10.72

(c) Laundry/laundromat wastewater use (percentage wastewater return = 90%):

<i>Tier</i>	<i>Usage</i>	<i>Effective July 1,</i>	<i>Effective July 1,</i>	<i>Effective July 1,</i>	<i>Effective July 1,</i>	<i>Effective July 1,</i>
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		2017	2018	2019	2020	2021
1	0 to 105 HCF/month	\$3.49	\$3.68	\$3.88	\$4.09	\$4.31
2	>105 to 525 HCF/ month	\$3.86	\$4.07	\$4.29	\$4.52	\$4.76
3	> 525 HCF/month	\$4.81	\$5.07	\$5.34	\$5.63	\$5.93

(3) Non-formula users - residential. Residential wastewater service is deemed to begin when water service begins. Monthly residential user charges by type of dwelling units are as follows. The rate per hundred cubic feet (HCF) of water used is based on the assumption that a percentage of the water consumed is returned to the wastewater system. The applicable percentage differs based on customer class. The percentage return is included for each customer class in the tables below. The Public Works Director shall have the authority to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

(a) Single family residential wastewater use (percentage wastewater return = 80%):

Tier	Usage	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
1	0 to 9 HCF/month	\$1.95	\$2.06	\$2.17	\$2.29	\$2.42
2	>9 to 18 HCF/month	\$2.17	\$2.29	\$2.42	\$2.55	\$2.69
3	> 18 HCF/month	\$3.03	\$3.19	\$3.36	\$3.54	\$3.73

(b) Single family residential wastewater use; large lots (lot size of over 7,000 square feet) (percentage wastewater return = 60%):

Tier	Usage	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
1	0 to 16 HCF/month	\$1.95	\$2.06	\$2.17	\$2.29	\$2.42
2	> 16 to 25 HCF/ month	\$2.17	\$2.29	\$2.42	\$2.55	\$2.69
3	> 25 HCF/month	\$3.03	\$3.19	\$3.36	\$3.54	\$3.73

(c) Multi-family, multi-unit residential wastewater use (percentage wastewater return = 90%). Tiers for multi-family and multi-unit residential are variable and are determined by multiplying each tier allotment by the number of dwelling units:

Tier	Usage	Effective July 1,	Effective July 1,	Effective July 1,	Effective July 1,	Effective July 1,
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		2017	2018	2019	2020	2021
1	0 to 6 HCF/month	\$1.58	\$1.67	\$1.76	\$1.86	\$1.96
2	> 6 to 12 HCF/month	\$1.77	\$1.87	\$1.97	\$2.08	\$2.19
3	> 12 HCF/month	\$2.47	\$2.60	\$2.74	\$2.89	\$3.05

(4) Monthly base rates. In addition to monthly rates based on water use (per HCF) as set forth above, the following customer classes shall pay monthly meter rates:

Service		Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
Single family		\$29.95	\$31.53	\$33.19	\$34.94	\$36.78
Multi-family/ unit:	1 to 6 units	\$21.91	\$23.07	\$24.29	\$25.57	\$26.92
	7+ units	\$10.92	\$11.50	\$12.11	\$12.75	\$13.42

(5) Minimum monthly fees. The following customer classes shall pay the greater of the applicable monthly rates set forth in the table below, or the monthly rates based on the actual water use (per HCF) as set forth above:

Service	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
Commercial	\$19.90	\$20.95	\$22.05	\$23.21	\$24.43
Restaurant	\$18.46	\$19.43	\$20.46	\$21.54	\$22.68
Laundry/ laundromat	\$91.57	\$96.38	\$101.44	\$106.77	\$112.38
School	\$69.85	\$73.52	\$77.38	\$81.45	\$85.73

(6) Non-metered water users. Except as provided in subsection (B)(3) of this section for residential water users, other non-metered water users, including commercial and industrial users, shall pay a monthly rate as determined by the Public Works Director based upon the monthly rate charged a metered water user of comparable size and character of use, provided, however, that the minimum monthly charge shall be the same as that charged for a multi-family dwelling unit. In lieu of specifically calculated rates, non-metered customers will be charged the following:

Service	Effective July 1,	Effective July 1,	Effective July 1,	Effective July 1,	Effective January 1,
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	2017	2018	2019	2020	2021
Non-metered customers	\$51.42	\$54.12	\$56.97	\$59.97	\$63.12

(7) Where wastewater is collected by the city and is accepted by another agency for transmission, treatment and disposal, the monthly wastewater rates shall be equal to the rate charged by such agency for transmission, treatment and disposal of such wastewater, anything to the contrary herein notwithstanding.

(8) Additional charges for outside the city users of city wastewater system. Those outside the city users of the Las Posas sewer line shall be charged a monthly rate for wastewater service as follows. Wastewater service is deemed to begin when water service begins. The rate per hundred cubic feet (HCF) of water used is based on the assumption that 85% of commercial and 60% of residential water consumed is returned to the wastewater system. The Public Works Director shall have the right to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

(a) Monthly rates for user charge formula - outside city.

Service	Effective July 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020	Effective January 1, 2021
Single family residential per	\$79.72	\$83.32	\$87.04	\$90.96	\$95.11
Multi-family residential per	\$55.66	\$58.18	\$60.79	\$63.55	\$66.38

(b) Monthly rates for Las Posas commercial/institutional wastewater use.

Tier	Service	Effective July 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020	Effective January 1, 2021
1	0 to 50 HCF/month	\$6.57	\$6.87	\$7.17	\$7.48	\$7.81
2	> 50 to 930 HCF/month	\$8.21	\$8.56	\$8.94	\$9.33	\$9.73
3	> 930 HCF/month	\$16.42	\$17.12	\$17.86	\$18.62	\$19.43

(C) Industrial and liquid waste sampling. Analysis and flow measurement. Dischargers whose wastewater charges are individually calculated using the Oxnard Formula shall be responsible for costs of required sampling, analysis and flow measurement associated therewith as provided in Chapter 19 of the Oxnard City Code. If sampling, analysis and flow data are not provided to the City as required, the Public Works Director shall cause monitoring to be performed or an estimate

made to enable charges to be rendered. The discharger shall be billed for these extra costs.

(D) Charges for unusual or non-compatible wastewater. A charge for unusual or non-compatible waste constituents of such quality or character as to impose upon the city unusual operation and/or maintenance or capital costs whether or not related to total flow volume, biochemical oxygen demand, or suspended solids, shall be set by the Public Works Director and paid by the discharger. These charges shall be reasonably calculated to defray costs attributable to such wastes.

(E) Fee for appeal. For each appeal to the City Council of a ruling by the Public Works Director a fee of \$100 will be charged.

(F) Industrial wastewater discharge permits. The industrial wastewater discharge permits (permit) specified in Chapter 19 of the Oxnard City Code shall be granted for a specific time period, not to exceed five years. Application for permit and permit renewal shall be made in accordance with Chapter 19. All users classified as significant industrial wastewater users according to Chapter 19 shall be assessed a fee of \$2,500 per year per permit. All other industrial users shall be assessed a fee of \$100 per year per permit. In addition to the permit fee, new applicants for a permit shall be assessed a one time new application processing fee of \$100.

(G) Billing procedure for monthly service charge for use of city wastewater system. Bills shall be computed according to the rates then in effect and the number of days in the service period at each rate.

(Ord. No. 2917)

SEC. 19-135. COLLECTION OF FEES.

The amount of any fee or charge imposed by the provisions of this article, including interest and penalty assessments, shall be deemed a debt owed to the city. An action in the name of the city may be commenced in any court of competent jurisdiction for the amount of any delinquent fees or charges, and if legal action is brought by the city or its assignee to enforce collection of any amount charged and due under this article, any judgment rendered in favor of the city shall include costs of suit incurred by the city or its assignee, including actual attorneys' fees.

('64 Code, Sec. 25-82) (Ord. No. 2494)

SEC. 19-136. BILLING AND COLLECTION - DELINQUENT WASTEWATER BILL.

Should a customer fail to pay a fee or charge for wastewater service, within one month after the billing date provided on the face of the bill, the city shall assess a penalty in an amount of 10% of the overdue balance.

('64 Code, Sec. 25-83) (Ord. No. 2494, 2918)

SEC. 19-137. OUT-OF-CITY SERVICE FEES.

Property situated outside the boundaries of the city may be connected to the system if the city manager determines there is sufficient capacity in the system to serve the property. Out-of-city sewerage service shall be temporary and subject to cancellation following reasonable notice. Fees shall be as specified by ordinance.

('64 Code, Sec. 25-84) (Ord. No. 2494)

SEC. 19-138. CONNECTION FEES.

(A) Sewer connection fees shall be specified by ordinance and shall be adjusted effective July first of each year to reflect changes in the construction cost index for Los Angeles from January of the previous year to January of the current year as reflected in the periodical, "Engineering News Record," or other appropriate source as determined by the city manager.

(B) If a demolished structure is subsequently replaced, no additional sewer permit or sewer service connection fee is required if the building permit for the replacement structure is issued within five years of the date of destruction of the previous structure.

(C) If the building permit is issued more than five years but less than ten years from the date of demolition, the service connection fee shall be reduced by 50%. If the building permit is requested for any replacement after ten years from the date of demolition, the full permit or service connection fee shall be required.

(D) The property owner shall pay for any difference between the sewer connection fee based on the original water meter size and the connection fee based on the water meter size to serve the replacement structure. The property owner shall bear the burden of proving the date of the original demolition and that structure's water meter size at the time of destruction.

(`64 Code, Sec. 25-85) (Ord. No. 2494)

SEC. 19-139. PRIVATE WATER SUPPLY FEES.

(A) If a user has a supply of water not obtained from the city, the city manager shall charge and collect from the user the metered water user service fee. To facilitate calculation of this fee, the user shall install and maintain at the user's expense, a water meter of a type approved by the city manager, capable of measuring accurately the amount of water used on the premises.

(B) The meter shall provide water use measurement in the same manner as meters recording city water use, and the user shall permit the meter to be read monthly by authorized city employees.

(`64 Code, Sec. 25-86) (Ord. No. 2494)

SEC. 19-140. APPEAL FEE.

The fees for filing an administrative hearing or other hearing pursuant to this chapter shall be established in a resolution of the city council.

(`64 Code, Sec. 25-87) (Ord. No. 2494)

SEC. 19-141. IWD PERMIT FEE.

All persons requiring an IWD permit shall pay to the city a yearly permit fee established by resolution of the city council.

(`64 Code, Sec. 25-88) (Ord. No. 2494)

SEC. 19-142. SERVICE FEES.

Should the city or its agents perform required industrial wastewater sampling, analysis, review, flow measurements or other activities for a user, the user shall be held responsible for all accrued costs. The city manager may, at his/her discretion, bill the user directly for services performed by the city. The fees for such services shall be established by resolution of the city council.

(`64 Code, Sec. 25-89) (Ord. No. 2494)

SEC. 19-143. PRETREATMENT CHARGES AND FEES.

(A) The city council by resolution may adopt reasonable charges and fees for reimbursement of the costs of setting up and operating the city's pretreatment program.

(B) These charges and fees include:

- (1) Fees for IWD permit applications, including the cost of processing the applications;
- (2) Fees for monitoring, inspection, and surveillance procedures, including the cost of collecting and analyzing a user's discharge and reviewing monitoring reports submitted by users;
- (3) Fees for reviewing accidental discharge procedures and construction and responding to accidental discharges;
- (4) Fees for wastewater of such quality or character as to impose unusual operation and maintenance or capital costs on the system; whether related to flow volume, BOD, SS, or peak flow rates; and
- (5) Other fees as the city council may deem necessary to carry out the provisions of this article.

('64 Code, Sec. 25-90) (Ord. No. 2494)

ARTICLE XII. STORM WATER QUALITY MANAGEMENT

SEC. 22-215. PURPOSE AND INTENT.

This article implements the Federal Water Pollution Control Act (the "Clean Water Act" or "CWA"), 33 U.S.C. Section 1251 *et seq.*, as amended, and Division 7 of the California Water Code by prohibiting the discharge of any pollutant to navigable waters of the United States from a point source unless the discharge is authorized by a permit issued pursuant to the National Pollutant Discharge Elimination System ("NPDES") required by CWA Section 402 (33 U.S.C. Section 1342), and by prohibiting non-storm water discharges into the storm drain system.

(Ord. No. 2459, 2876)

SEC. 22-216. DEFINITIONS.

For the purposes of this article, the following words and phrases will have the meanings set forth this section. Words and phrases not defined in this section or elsewhere in this article will have the meanings set forth in the regulations implementing the NPDES, Clean Water Act Section 402, and Division 7 of the California Water Code, as they may be amended from time to time, and if not defined in such laws, then the applicable definitions in the municipal storm water permit will apply.

(A) **BASIN PLAN** - The Water Quality Control Plan for Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the regional board on June 13, 1994, as amended from time to time.

(B) **BEST MANAGEMENT PRACTICES ("BMPs")** - Measures, practices, and procedures to prevent or reduce, to the maximum extent that is technologically and economically feasible, the discharge of pollutants to the city's storm drain system and receiving waters. A BMP may consist of a structural BMP, source control BMP, treatment control BMP, or any other BMP promulgated by the California Stormwater Quality Association (CASQA), California Department of Transportation (Caltrans), or approved by the director for the purpose of controlling or eliminating storm water pollution.

(C) CHANNEL - An open conduit either naturally or artificially created that periodically or continuously contains moving water, or which forms a connecting link between two waterbodies.

(D) CONSTRUCTION ACTIVITY - Any construction or demolition activity, clearing, grading, grubbing, or excavation or any other activity that results in a land disturbance. Construction activity does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain original line and grade, hydraulic capacity, or original purpose of the facility.

(E) CONTAMINATION - An impairment of the quality of waters of the State by waste to a degree that creates a hazard to the public health through poisoning or spread of disease. Contamination also includes any equivalent effect resulting from the disposal of waste, whether or not waters of the State are affected.

(F) CRITICAL SOURCE FACILITIES - Those commercial or industrial facilities or businesses that have a potential to contribute pollutants to storm water runoff and are listed in Part 4.D and Attachment D of the municipal storm water permit.

(G) DECHLORINATED/DEBROMINATED SWIMMING POOL DISCHARGE - Any swimming pool discharge with a residual chlorine or bromine level of 0.1 mg/L or less; and that does not contain any detergents, wastes, algaecides, or cyanuric acid in excess of 50 ppm, or any other chemicals including salts from pools commonly referred to as "salt water pools". The term does not include swimming pool filter backwash or swimming pool water containing bacteria.

(H) DEVELOPMENT - Any construction, rehabilitation, redevelopment or reconstruction for which either discretionary land use approval or a permit is required, for any public or private residential (whether single-family, multi-unit or planned unit development); industrial; commercial; retail; institutional; and other non-residential projects, including public agency projects; or mass grading for future construction.

(I) DIRECTOR - The public works director or designee.

(J) DISCHARGE - When used without qualification, the discharge of a pollutant.

(K) DISCHARGE OF A POLLUTANT - Any addition of any pollutant to waters of the United States, to the city's storm drain system, or any addition of any pollutant to waters of the contiguous zone from any point source other than a vessel or other floating craft which is being used as a means of transportation.

(L) DISCHARGER - Any person causing a discharge.

(M) EPA - The Environmental Protection Agency of the United States of America.

(N) ENVIRONMENT - The physical conditions that exist within the area and that will be affected by a proposed project. The environment means both naturally occurring and man-made conditions. The area involved will be the area in which significant effects would occur, either directly or indirectly, as a result of the project.

(O) HAZARDOUS SUBSTANCES - Those substances designated as hazardous substances under Section 311(b)(2)(A) of the Clean Water Act, which are listed in the table at 40 CFR Section 116.4, and other applicable law.

(P) HEARING OFFICER - The director, who will preside at the administrative hearings authorized by this article and issue final decisions on matters raised in such hearings.

(Q) **ILLICIT CONNECTION** - Any engineered conveyance that is connected to the storm drain system, without a permit, through or by which an illicit discharge may occur.

(R) **ILLICIT DISCHARGE** - Any discharge to the storm drain system that is prohibited under local, State, or federal statutes, ordinances, codes, or regulations. The term illicit discharge includes all non-storm water discharges not composed entirely of storm water except discharges pursuant to a NPDES permit and discharges which are exempt or conditionally exempt in accordance with any applicable order of the regional board or authorized by the regional board executive officer.

(S) **INVOICE FOR COSTS** - An invoice for the actual costs and expenses of the city, including, but not limited to administrative overhead, salaries, attorney fees and other expenses recoverable under applicable law, incurred during any inspection, investigation or proceeding conducted pursuant to this article, where a notice of violation or other enforcement remedy under this article is used to obtain compliance with this article.

(T) **MAXIMUM EXTENT PRACTICABLE** - The level of pollutant control that is derived from available technology or other controls at the maximum level that is practicable. Pollution prevention and source control BMPs in combination with structural and treatment methods where appropriate are emphasized to achieve compliance. The maximum extent practicable approach is an ever evolving and advancing concept that considers technical and economic feasibility.

(U) **MUNICIPAL SEPARATE STORM SEWER SYSTEM ("MS4") or STORM DRAIN SYSTEM** - A conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains, as defined in 40 CFR Section 122.26(b)(8): (1) owned or operated by the city; (2) designed or used for collecting or conveying storm water; (3) which is not a combined sewer; and (4) which is not part of a publicly owned treatment works, as defined in 40 CFR Section 122.2.

(V) **MUNICIPAL STORM WATER PERMIT** - NPDES Permit No. CAS004002 Waste Discharge Requirements for Storm Water (Wet Weather) and Non-Storm Water (Dry Weather) Discharges from the Municipal Separate Storm Sewer Systems within the Ventura County Watershed Protection District, County of Ventura, and the Incorporated Cities Therein (Regional Board Order R4-2010-0108), as amended from time to time.

(W) **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("NPDES") PERMIT** - A permit issued under the CWA, including a State general permit and the municipal storm water permit issued by the regional board.

(X) **NEW DEVELOPMENT** - Land disturbing activities, structural development, construction or installation of a building structure, creation and replacement of impervious surfaces, and land subdivision.

(Y) **NON-STORM WATER DISCHARGE** - Any discharge to the storm drain system that is not composed entirely of storm water.

(Z) **POINT SOURCE** - Any discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include agricultural storm water discharges and return flows from irrigated agriculture.

(AA) **POLLUTANT** - As defined in CWA section 502(6), 33 U.S.C. section 1362(6), and incorporated by reference into California Water Code section 13373, or other applicable law, which is discharged into water.

(BB) **POLLUTION** - The man-made or man-induced alteration of the chemical, physical, biological and radiological integrity of water. Pollution also means an alteration of the quality of waters of the State by waste to a degree that unreasonably affects, or has the potential to unreasonably affect, either the waters for beneficial uses or the facilities which serve these beneficial uses.

(CC) **POST-CONSTRUCTION STORM WATER MANAGEMENT PLAN (PCSMP)** - A plan that defines the strategy and describes the design, placement and implementation of storm water retention and storm water treatment BMPs to effectively prevent non-storm water discharges and reduce pollutants in storm water discharges to the maximum extent practicable, for post-construction urban runoff to the storm drain system.

(DD) **POTABLE WATER SOURCES** - The potable water system for the treatment, distribution, and provision of water for residential, commercial, industrial, or institutional use that meets all California safe drinking water regulatory standards for human consumption.

(EE) **RECEIVING WATERS** - All surface water bodies identified in the basin plan.

(FF) **REDEVELOPMENT** - Land-disturbing activity that results in the creation, addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site as defined in the municipal storm water permit. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of a routine maintenance activity; and land disturbing activities related to structural or impervious surfaces. For an existing single-family dwelling and accessory structures, redevelopment means projects that create, add, or replace 10,000 square feet of impervious area. Redevelopment does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility, nor does it include emergency construction activities required to immediately protect public health and safety.

(GG) **REGIONAL BOARD** - The California Regional Water Quality Control Board, Los Angeles Region.

(HH) **RESPONSIBLE PERSON** - The person(s) identified in and responsible for compliance with the provisions of a SWPPP, SWPCP, or PCSMP.

(II) **SOURCE CONTROL BMP** - Any schedule of activities, prohibitions of practices, maintenance procedures, managerial practices or operational practices that aim to prevent storm water pollution by reducing the potential for contamination at the source of pollution.

(JJ) **STATE BOARD** - The California State Water Resources Control Board.

(KK) **STATE GENERAL PERMIT** - A permit issued by the State board or the regional board pursuant to 40 CFR Sections 122 and 123 to regulate a category of point sources. The term State general permit includes, but is not limited to, the general permit for storm water discharges associated with construction activity and the general industrial activities storm water permit and the terms and requirements of both. In the event the EPA revokes the in-lieu permitting, authority of the State board, then the term State general permit will also refer to any EPA administered storm water control program for industrial, construction, and any other category of activities.

(LL) **STORM WATER** - Any surface flow, runoff, and/or drainage associated with rain storm events and/or snow melt, as defined in 40 CFR Section 122.26(b)(13).

(MM) **STORM WATER POLLUTION CONTROL PLAN (SWPCP)** - A plan or equivalent form, as required by the municipal storm water permit or by the director, identifying potential pollutant sources from a construction site with less than one acre of soil disturbance and describing

proposed design, placement and implementation of BMPs, to effectively prevent non-storm water discharges and reduce pollutants in storm water discharges to the storm drain system, to the maximum extent practicable, during construction activities.

(NN) STORM WATER POLLUTION PREVENTION PLAN (SWPPP) - A plan, as required by a State general permit, identifying potential pollutant sources and describing the design, placement and implementation of BMPs, to effectively prevent non-storm water discharges and reduce pollutants in storm water discharges during activities covered by the State general permit.

(OO) STRUCTURAL BMP - Any structural facility designed and constructed to mitigate the adverse impacts of storm water runoff pollution.

(PP) TREATMENT - The application of engineered systems that use physical, chemical, or biological processes to remove pollutants.

(QQ) TREATMENT CONTROL BMP - Any engineered system designed to remove pollutants by simple gravity settling of particulate pollutants, filtration, biological uptake, media absorption or any other physical, biological, or chemical process.

(RR) VENTURA COUNTY TECHNICAL GUIDANCE MANUAL FOR STORM WATER QUALITY CONTROL MEASURES or TECHNICAL GUIDANCE MANUAL - The county technical guidance manual for storm water quality measures required by the municipal storm water permit, as amended from time to time.

(SS) WASTE - Sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

(TT) WATERCOURSE - Any natural or artificial channel for passage of water.

(UU) WATERS OF THE STATE - Any surface water or groundwater, including saline waters, within the boundaries of the State of California.

(VV) WATERS OF THE UNITED STATES - Bodies of water as defined in 40 CFR Section 122.2.

(WW) WET SEASON - The calendar period from October 1 through April 15.

(Ord. No. 2459, 2876)

SEC. 22-217. PROHIBITION OF ILLICIT CONNECTIONS AND ILLICIT DISCHARGES.

(A) The discharge of pollutants into the storm drain system is prohibited.

(B) All discharges of material other than storm water into the storm drain system must be in compliance with the city's NPDES permit and any other NPDES permit applicable to the subject property.

(C) No person may do any of the following:

- (1) Construct, use, maintain, operate or utilize an illicit connection;
- (2) Cause, permit, or allow any agent, employee, independent contractor or other person, to construct, maintain, operate, or utilize an illicit connection;
- (3) Cause, allow or facilitate an illicit discharge;

(4) Cause, permit, or allow, any agent, employee, or independent contractor, to cause, allow, or facilitate an illicit discharge.

(D) In addition to any other remedy provided by law, the director may, by written notice, require persons responsible for an illicit discharge or illicit connection to immediately, or by a specified date, discontinue the illicit discharge or illicit connection, and, if necessary, to take measures to eliminate the source of the illicit discharge or illicit connection. If the illicit discharge or illicit connection is not discontinued in the time specified, the city may take measures to eliminate the source of the illicit discharge or illicit connection to prevent the occurrence of future illicit discharges or illicit connections.

(E) Whenever the director finds that an illicit discharge or illicit connection resulting in the release of pollutants is taking place or has occurred which may result in or has resulted in the release of pollutants is taking place or has occurred which may result in or has resulted in pollutants entering the storm drain system, or watercourse, the director may require by written notice to the responsible person that the pollution cease, be remediated, and the affected property be restored to its pre-pollution condition within a specified time, along with all other remedies available to the city.

(F) The director may, by written notice, require a person responsible for an illicit connection to the storm drain system to eliminate or to secure approval for the connection within a specified time, regardless of whether or not the connection or discharge to it has been established or approved prior to the effective date of this article.

(Ord. No. 2459, 2876)

SEC. 22-218. GENERAL DISCHARGE PROHIBITIONS.

(A) No person may discharge any material, other than storm water into the city storm drain system or receiving waters, unless a permit has first been obtained.

(B) The following discharges are exempt from the general permit requirement in subsection (A) of this section:

(1) Discharges originating from a state, federal, or other source for which the city is preempted from regulating by State or federal law;

(2) Discharges covered by a separate individual or general NPDES permit, or conditional waiver for irrigated lands;

(3) Discharge flows from fire-fighting activities; or

(4) Discharges that fall within one of the categories below that are not a source of pollutants that exceed water quality standards, and where specified, meet all the conditions stated:

(a) Natural flows.

1. Stream diversions authorized by the State board.

2. Natural springs and rising groundwater.

3. Uncontaminated groundwater infiltration.

4. Flows from riparian habitats or wetlands, provided all necessary permits or authorization are received prior to diverting the stream flow.

(b) Flows incidental to urban activities.

1. Discharges from potable water sources provided the flows are:
 - (i) Low volume, incidental, and infrequent releases that are innocuous from a water quality perspective;
 - (ii) Dechlorinated, pH adjusted if necessary, re-oxygenated, and both the volume and velocity are controlled to prevent re-suspension of sediments; and
 - (iii) All sediments must be collected and disposed of in a legal manner.
2. Gravity flow from foundation, footing, and crawl space drains.
3. Discharges from air conditioning condensate with flow segregated to prevent introduction of pollutants.
4. Reclaimed and potable irrigation water runoff with flow segregated to prevent introduction of pollutants.
5. Dechlorinated/debrominated swimming pool discharges that:
 - (i) Do not have chlorine or bromine residuals that exceed 0.1 mg/L;
 - (ii) Do not contain any chemicals, detergents, wastes, or algaecides;
 - (iii) Do not contain cyanuric acid in excess of 50 ppm;
 - (iv) Do not contain salts or pH levels in excess of the water quality standards set forth in the municipal storm water permit;
 - (v) The volume and velocity is controlled to prevent re-suspension of sediments; and
 - (vi) The cleaning waste water and filter back wash is not discharged to storm drain system.
- (c) Non-commercial car washing by residents or non-profit organizations.
- (d) Sidewalk rinsing using a high pressure-low volume of water device with no additives.
- (e) Pooled storm water from treatment BMPs provided that:
 1. The discharge is not a source of pollutants; and
 2. Sediments are to be disposed of properly in compliance with all applicable laws.

(Ord. No. 2459, 2806, 2876)

SEC. 22-219. SPECIFIC DISCHARGE PROHIBITIONS.

The following discharges are prohibited from entering the storm drain system:

- (A) Discharges from the washing or cleaning of gas stations, auto repair garages, or other types of automotive service facilities.
- (B) Discharges from mobile auto washing, carpet cleaning, steam cleaning, sandblasting, and other such mobile commercial and industrial operations.
- (C) Discharges from areas where repair of machinery and equipment, which are visibly leaking oil, fluid or antifreeze, is performed.
- (D) Discharges from storage areas for materials containing grease, oil, or other hazardous

substances, or uncovered receptacles containing hazardous materials.

(E) Discharges from swimming pools that have a chlorine/bromine concentration greater than 0.1 mg/L or a chloride concentration greater than 250 mg/L.

(F) Discharges from swimming pool filter backwash, decorative fountains, and ponds.

(G) Discharges from industrial/commercial areas, including the washing or cleaning of restaurant mats.

(H) Discharges from stationary or mobile pet grooming facilities.

(I) Trash container leachate.

(J) Spills, dumping or disposal of pesticide, fungicide, herbicide, litter, landscape and construction debris, garbage, food, animal waste, fuel or chemical wastes, batteries, and any other materials that have the potential to adversely impact water quality.

(Ord. No. 2459, 2876)

SEC. 22-220. REDUCTION OF POLLUTANTS IN STORM WATER.

(A) Discharges of storm water containing pollutants which have not been reduced to the maximum extent practicable are prohibited.

(B) Any person engaged in activities that will or may result in pollutants entering the storm drain system or watercourses must undertake all practicable measures to reduce such pollutants.

(C) With written concurrence of the regional board, the city may exempt in writing other non-storm water discharges which are not a source of pollutants to the storm drain system or watercourses.

(Ord. No. 2459, 2876)

SEC. 22-221. REDUCTION OF LITTER.

(A) Prohibition. No person may throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, kept, or maintained, in or upon any public or private driveway, parking area, street, alley, sidewalk, trail, or component of the storm drain system or any receiving waters, any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, accumulations, or pollutant so that the same may cause or contribute to pollution.

(B) Waste management on residential sites. Waste must be deposited in a proper receptacle that must be covered to prevent scattering by wind or animal. Spillage and overflow of wastes around containers must be promptly cleaned and properly disposed of.

(C) Waste management on commercial, industrial sites and private residential complexes. It is the responsibility of any person owning or operating any commercial establishment, industrial park, or residential complex with common areas to procure and place trash receptacles at their own expense on the premises. Persons placing trash in receptacles must do so in such manner as to prevent litter from being carried or deposited by the elements upon any street, sidewalk, or other public place or upon private property. Persons owning or occupying a place of business, who sell or offer for sale food or other goods for immediate consumption wrapped in paper, plastic, cardboard or other similar disposable materials or containers, must endeavor to implement a general litter removal program so as to remove litter generated by such business at least each business day. No person owning or occupying a place of business may sweep into or deposit in the storm drain

system the accumulation of litter from any building or lot from any public or private sidewalk or driveway. Persons owning or occupying places of business must keep the sidewalk in front of their business premises free of litter.

(Ord. No. 2459, 2876)

SEC. 22-222. CONSTRUCTION DEVELOPMENT.

Any construction activity that results in a land disturbance that requires a grading, building, or discretionary permit must be undertaken in accordance with:

(A) Any conditions and requirements established by the municipal storm water permit or other applicable NPDES permits which are reasonably related to the reduction or elimination of pollutants in storm water runoff from the construction site.

(B) Any condition or requirement established by the director to protect specific watersheds or drainage basins.

(C) Any construction activity requiring a grading, demolition, or stockpile permit must include a plan identifying the structural and non-structural BMPs to be implemented during the construction activity to reduce pollutants in storm water runoff from the site and prevent construction site discharges from causing or contributing to a violation of water quality standards.

(1) The storm water runoff plan required for the construction activity will be based on the area of land to be disturbed by the construction activity as follows:

(a) Any construction activity requiring a grading, demolition or stockpile permit that results in the disturbance of less than one acre of land will require the applicant for such permit to submit and obtain city approval a SWPCP, or equivalent, as required by the municipal storm water permit.

(b) Any construction activity requiring a grading, demolition or stockpile permit that results in the disturbance of one acre or greater, will require the applicant for such permit to submit and obtain city approval of a SWPPP in accordance with the municipal storm water permit and state general permit.

(2) Prior to the issuance of a grading permit or any permit authorizing construction activity including demolition, clearing, grading, grubbing, excavation, construction, if required by the state board, or where the director determines there is a substantial potential for discharge of significant levels of a pollutant into the storm drain system or receiving waters, the applicant for such permit must submit and obtain approval for the required plan based on the area of land disturbed by the construction activity.

(3) Each applicable SWPPP or SWPCP, must name a responsible person for the project.

(4) The owners of a development project, and their successors and assigns, and each named responsible person, must implement and adhere to the terms, conditions and requirements of the approved SWPPP or SWPCP. Any failure to implement and adhere to the terms, conditions and requirements of such plan will constitute a violation of this article.

(5) Compliance with the conditions and requirements of a SWPPP or SWPCP will not exempt any responsible person from the requirement to comply independently with each provision of this article.

(6) Any construction activity requiring a SWPPP or SWPCP will be inspected a minimum of once during the wet season for the implementation of storm water quality controls. If the city determines that the SWPCP or SWPPP has been improperly implemented, a follow-up site

inspection will be conducted by the city within two weeks of the initial inspection.

(7) The city's costs and expenses incurred in the review, approval, or revision of any SWPPP or SWPCP, as well as for the construction site inspection and reinspection will be included as part of the applicable fee for such plans.

(Ord. No. 2459, 2876)

SEC. 22-223. POST CONSTRUCTION DEVELOPMENT.

(A) All new development and redevelopment within the city must be undertaken in accordance with:

- (1) Any conditions and requirements established by the municipal storm water permit.
- (2) Any condition or requirements established by the city to protect specific watersheds or drainage basins.

(B) Applicability of this article to new development and redevelopment projects will be determined in accordance with the municipal storm water permit.

(C) The following requirements apply to new development and redevelopment projects that are subject to post-construction storm water controls:

- (1) A PCSMP will be required to be submitted.
- (2) Each PCSMP must:
 - (a) Include the name of the owner or other responsible person for the project;
 - (b) Illustrate the location of proposed post-construction storm water controls;
 - (c) Provide engineering calculations and analysis in accordance with the technical guidance manual that demonstrate that the post-construction storm water controls will function appropriately;
 - (d) Include an operation and maintenance plan in accordance with the technical guidance manual. The operation and maintenance plan must specify a required schedule and requirements for maintenance and monitoring; and
 - (e) Include a storm water treatment device access and maintenance agreement on the form provided by the city. The director may require that the agreement be recorded with the County Recorder's office.
- (3) The owner or responsible person must implement and adhere to the terms, conditions and requirements of the approved PCSMP. Each failure to implement and adhere to the PCSMP will constitute a separate violation of this article.
- (4) The city's costs and expenses incurred in the review, approval or revision of any PCSMP or other related requirements will be charged to the owner or responsible person of the applicable new development or redevelopment project as a fee per the applicable city fee resolution.
- (5) Compliance with the conditions and requirements of a PCSMP and related maintenance agreement does not exempt any person or development project from the requirement to comply independently with each provision of this article.

(D) The owner or responsible person of a property with a post-construction storm water control device must submit to the city an annual statement on the form provided by the city that certifies

that the post-construction storm water device is being adequately maintained and functions as designed. If the annual statement is not timely received by the city, the city may inspect the post-construction storm water device and the owner or responsible person will be charged a fee per the applicable city fee resolution for such inspection and any necessary reinspections.

(Ord. No. 2459, 2876)

SEC. 22-224. BEST MANAGEMENT PRACTICES.

(A) Authorization to adopt and enforce best management practices. The director may adopted requirements establishing appropriate BMPs for any activity, operation or facility which may cause or contribute to pollution or contamination of the storm drain system. If relevant BMPs have been promulgated by the city or any federal, state or county agency for an activity, operation or facility that would otherwise cause the discharge of pollutants to the storm drain system or watercourses, every person undertaking such activity or operation, or owning or operating such facility must implement such BMPs.

(B) Responsibility to implement best management practices. Any person engaged in activities or operations or owning facilities or property that will or may result in pollutants entering the storm drain system, or watercourses, as determined by the director, must implement applicable BMPs to the extent they are technologically and economically achievable to prevent or reduce such pollutants.

(C) Minimum BMPs for particular urban activities.

(1) Minimum BMPs for mobile car washes are full containment under and around the vehicle being washed, capture of all water used in the washing operation, and hauling of the captured wash water to a legal point of disposal.

(2) Minimum BMPs for building or sidewalk pressure washing are to use high pressure and low volume of water with no additives at an average usage of 0.006 gallons per square foot of surface area to be rinsed, capture all water used in the washing operation, and haul the captured wash water to a legal point of disposal.

(3) Minimum BMPs for landscape irrigation are inspection of irrigation systems to minimize contact with impervious surfaces, and segregation of runoff from the irrigated area following treatment (pesticide or fertilizer application) to prevent introduction of pollutants.

(Ord. No. 2459, 2876)

SEC. 22-225. COMPLIANCE WITH NPDES PERMIT.

Each industrial discharger associated with any construction activity, or any other discharger described in any NPDES permit, must comply with and undertake all other activities required by any applicable NPDES permit with regard to such discharges.

(Ord. No. 2459, 2876)

SEC. 22-226. WATERCOURSE AND STORM DRAIN SYSTEM PROTECTION.

(A) Every owner or responsible person for a property, through which a watercourse or portion of the storm drain system passes, must keep and maintain the property reasonably free of litter, debris, vegetation and other obstacles which may contribute pollutants, contaminates or cause a blockage of the flow of water through the watercourse or storm drain system.

(B) Every owner or responsible person for a property must maintain all existing structures within or adjacent to the storm drain system so that such structures will not become a hazard to the use, function or physical integrity of the storm drain system; and, consistent with other laws regarding riparian habitat protection, may not remove healthy bank vegetation beyond that actually necessary for such maintenance, not remove any such vegetation in a manner as to increase the vulnerability of a watercourse to erosion.

(Ord. No. 2459, 2806, 2876)

SEC. 22-227. PROHIBITED ACTS AFFECTING WATERCOURSES OR STORM DRAINS.

No person may commit or cause to be committed any of the following acts, unless an appropriate permit or approval from all agencies with jurisdiction over the proposed act or project has first been obtained:

(A) The discharge of a pollutant into any pipe or channel to a watercourse or storm drain system.

(B) Modify the natural flow of water in a watercourse or storm drain system.

(C) Deposit in, plant in, or remove any material from a watercourse or storm drain system including its banks, except as required for maintenance.

(D) Construct, alter, enlarge, connect to, change or remove any structure in a watercourse or storm drain system.

(E) Place any loose or unconsolidated material along the side of or within a watercourse or storm drain system, or so close to the side as to cause a diversion of the flow, or to cause a probability of such material being transported by storm waters passing through a watercourse or storm drain system.

(Ord. No. 2459, 2876)

SEC. 22-228. INSPECTIONS.

(A) Right to inspect. Whenever it is necessary to make an inspection to monitor or enforce any of the provisions of, or perform any duty imposed by, this article, any permit, SWPCP, or other applicable law, or whenever the director has reasonable cause to believe there exists upon any premises, including any mobile or portable vehicles, any violation of the provisions of this article, any permit, SWPCP, or other applicable law, or any condition which makes such premises hazardous, unsafe or dangerous, the director is authorized to enter such property at any reasonable time to inspect the same and perform any duty imposed upon the director by this article, or other applicable law.

(B) Entry. The director is authorized to enter public or private property to investigate the source or potential source of a suspected illicit discharge to a storm drain system or watercourses located within the city at all reasonable times to inspect the same and to inspect and copy records related to storm water compliance. Prior to commencing any inspection as authorized by this article, the director will obtain the consent of the owner or responsible person for the premises or will obtain an administrative inspection warrant or criminal search warrant.

(C) Records review. The director may examine and copy such records as is necessary to determine compliance with the provisions of this article.

(D) Sample and test. The director may inspect, sample and test any area runoff, soils area

(including groundwater testing), process discharge, materials within any waste storage area (including any container contents), or treatment system discharge for the purpose of determining the potential for contribution of pollutants to the storm drain system. The director may investigate the integrity of all storm drain and sanitary sewer systems or other pipelines on the property using appropriate tests, including but not limited to smoke and dye tests or video surveys. The director may take photographs or videotape, make measurements or drawings and create any other record reasonably necessary to document conditions on the property.

(E) Monitoring. The director may undertake monitoring and analysis including both the construction and maintenance of devices at the owners' expense, or require the owner or responsible person to undertake construction and maintenance of devices, at the owners' expense, for the purpose of measuring any discharge or potential source of discharge to the storm drain system.

(F) Test results. The owner or responsible person of property subject to inspection must provide copies of test results to the city. On submission of a written request to the director, such person will be entitled to receive copies of any results of tests conducted by the city.

(Ord. No. 2459, 2876)

SEC. 22-229. INSPECTIONS OF CRITICAL SOURCE FACILITIES.

The city will conduct regular inspections of critical facilities in accordance with the requirements of the municipal storm water permit. In order to defray the cost of these mandatory inspections, critical source facilities are required to pay the applicable inspection fee established by city council resolution.

(Ord. No. 2459, 2876)

SEC. 22-230. REMEDIES FOR VIOLATIONS.

(A) Notice of violation. The director will review each report of illicit connection or illicit discharge, and, if appropriate, may serve a notice of violation to the owner or responsible person of any public or private property as to which an illicit connection or illicit discharge exists. The notice of violation shall:

(1) Identify the provision(s) of this article, the applicable SWPPP, SWPCP, PCSMP, or permit alleged to have been violated;

(2) State the continued noncompliance may result in civil, criminal or administrative enforcement actions;

(3) State a compliance date;

(4) Describe the manner of abatement required;

(5) Order any necessary remediation work; and

(6) State that the city may recover its costs of abating the violation.

(B) The notice of violation may include where deemed applicable by the director, the following:

(1) Specific steps and time schedules for compliance as reasonably necessary to prevent threatened or future unauthorized illicit discharges, including but not limited to, the threat of an illicit discharge from any pond, pit, well, surface impoundment, holding or storage area;

(2) Specific steps and time schedules for compliance as reasonably necessary to discontinue any illicit connection;

(3) Specific requirements for containment, cleanup, removal, storage, installation of overhead covering or proper disposal of any pollutant having the potential to contact storm water;

(4) Any other terms or requirements reasonably calculated to prevent continued or threatened violations of this article including, but not limited to, requirements for compliance with BMPs guidance documents promulgated by any federal, State or local agency;

(5) Any other terms or requirements reasonably calculated to achieve full compliance with the terms, conditions and requirements of an applicable SWPPP, SWPCP, PCSMP, or NPDES permit, or this article.

(C) Cease and desist orders.

(1) The director may issue a cease and desist order where the public health, safety and/or welfare requires the same, directing the owner or a responsible person to:

(a) Immediately discontinue any illicit connection or illicit discharge to the storm drain system;

(b) Immediately contain or divert any flow of non-storm water off the property, where the flow is occurring in violation of this article;

(c) Immediately discontinue any other violation of this article; and

(d) Clean up the area affected by the violation.

(2) The director may direct by cease and desist order that the owner or responsible person immediately cease any activity not in compliance with the terms, conditions and requirements of the applicable plan, NPDES permit or this article. For construction projects and activities for which a grading or building permit is required a stop work order may be issued by the director or building and safety official of the city to ensure corrective actions are made to the satisfaction of the director. No construction work may proceed until corrective actions have been completed to the satisfaction of the director.

(3) A cease and desist order will be considered a notice of violation.

(D) Recovery of costs. The director will serve an invoice for costs upon the owner or other responsible person who is subject to a notice of violation or a cease and desist order. If any owner or other responsible person fails to pay the invoice for costs, then the city may institute collection proceedings.

(E) Service of notices. Any notice of violation, cease and desist order or invoice for costs (collectively, "order") must be served pursuant to the requirements of this article and will be subject to the following:

(1) Each order must state that the recipient has a right to appeal the matter as set forth in this article.

(2) The order must include the address of the affected property and be addressed to the owner as shown on the most recently issued equalized assessment roll or as may otherwise appear in the current records of the city.

(3) If the owner or other responsible person cannot be located after the reasonable efforts of the director, the order will be deemed served ten business days after posting on the property.

(F) Emergency abatement. The director is authorized to take any reasonably necessary precautions including, but not limited to, decontamination, packaging, dyking and transportation of materials, in order to protect life, protect property or prevent damage resulting from a condition which is likely to result in a discharge presenting an imminent hazard to the public health, safety or welfare; or which, either individually or in conjunction with other discharges, is an imminent hazard to the city's storm drain system, the environment or which places the city in violation of its NPDES permit. In the furtherance of such an operation, city personnel, any party contracting with the city or a duly authorized representative of another government agency will have immediate access to the premises. The director may prohibit access to the scene of such emergency by any person, vehicle, vessel or thing, and all persons not actually employed in the extinguishment of the condition or the preservation of lives and property in the vicinity thereof. Any costs incurred by the city in performing emergency abatement procedures may be recovered pursuant to subsection (D) of this section.

(G) Consecutive violations. Each day in which a violation occurs and each separate failure to comply with either a separate provision of this article, a notice of violation, a cease and desist order, an applicable SWPPP, SWPCP, PCSMP, or a condition or requirement of a NPDES permit, constitutes a separate violation.

(Ord. No. 2876)

SEC. 22-231. APPEALS.

(A) Any person aggrieved by the issuance of an order may appeal from the issuance of such order in accordance with the following:

(1) Any such appeal must be filed in writing within 15 days of the date of service of the order by the director upon the appealing party.

(2) No such appeal will be valid for any purpose unless it is timely filed with the City Clerk and unless a filing and processing fee is paid contemporaneously with the filing thereof in an amount as set by city council resolution.

(3) Upon the timely filing of such an appeal, the hearing officer will set a time and place for a hearing on such appeal as expeditiously as is possible and notify the appellant in writing of the time and place of the hearing.

(4) At the time of such hearing, the hearing officer will permit any interested person to present any relevant evidence bearing on the matters involved in the issuance of the order which is the subject of the appeal. The hearing officer need not follow the strict provisions of the rules of evidence as utilized in a judicial proceeding but will follow the substance of such rule to the end that the decision rendered is based upon reliable relevant evidentiary material. The hearing officer's decision will be final and subject only to judicial review.

(B) The provisions of Sections 1094.5 and 1094.6 of the California Code of Civil Procedure set forth the procedure for judicial review of any action taken by the city pursuant to this article.

(Ord. No. 2876)

APPENDIX III

City of Oxnard Water Resource Recovery Facility – Spill Emergency Response Plan (SERP)



**SPILL CLEAN-UP CONTINGENCY PLAN AND
SPILL EMERGENCY RESPONSE PLAN**

FOR

OXNARD WASTEWATER SYSTEM

Report

September 2024

City of Oxnard
Oxnard Water Resource Recovery Facility
and its associated wastewater collection system and outfall

6001 Perkins Road
Oxnard, CA 93033

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1. INTRODUCTION

The Spill Clean-up Contingency Plan and Spill Emergency Response Plan (PLAN) comply with the Oxnard Water Resource Recovery Facility (WRRF) National Pollution Discharge Elimination System (NPDES) ORDER NO. R4-2024-0252, NPDES NUMBER CA0054097 and the GENERAL ORDER FOR SANITARY SEWER SYSTEMS ORDER WQ 2022-0103-DWQ. The Plan intends to provide the WRRF staff with guidance on required spill response and clean-up; notification, reporting and documentation activities after a spill, overflow, or bypass of raw or partially treated sewage.

2. PLANNING REQUIREMENTS

Sewer System Management Plan (SSMP) Planning Requirements

The WDR/SSMP Spill Emergency Response Plan (SERP) requirement specifies that each Enrollee shall develop and implement a SERP that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill promptly;
- Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach the waters of the State;
- Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;
- Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
- Address emergency system operations, traffic control and other necessary response activities;
- Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
- Remove sewage from the drainage conveyance system;
- Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact

beneficial uses in the receiving waters;

- Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments before, during, and after a spill event;
- Conduct post-spill assessments of spill response activities;
- Document and report spill events as required in this General Order; and
- Annually, review and assess the effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.

National Pollutant Discharge Elimination System (NPDES) Permit Spill Clean-up Contingency Plan (SCCP) Requirements

The City of Oxnard NPDES permit requires the following:

- Within 90 days of the effective date of this Order, the Permittee is required to update and submit an SCCP. The SCCP shall describe the activities and protocols to address the clean-up of spills, overflows, and bypasses of wastewater from the Permittee's collection system or treatment facilities. At a minimum, the SCCP shall include sections on spill clean-up and containment measures, public notifications, monitoring, nuisance and odor control measures, and the procedures to be carried out if floatable material is visible on the water surface near the discharge point or has been washed ashore.
- The Permittee shall review and amend the plan as appropriate after each spill from the Facility or in the service area of the Facility. The Permittee shall include a discussion in the annual summary report of any modifications to the plan and the application of the plan to all spills during the year.

3. SPILL RESPONSE PLAN

It is the obligation of the City of Oxnard (City) to protect the public health and the environment from the toxic and infectious threats posed by wastewater. It is the policy of the City to respond to spill emergencies at the WRRF and in the collection system promptly and in a manner that minimizes the potential for exposure of the public to health risks and protects the environment from potential harm from such emergencies.

Initial Response & Traffic / Crowd Control

The primary objective of the responders to a sewage spill is to protect public health. Therefore, the initial action in any sewage spill response effort is to isolate the public from coming in contact with the sewage; this includes vehicular traffic, as well as pedestrians. The clean-up crew must establish perimeters and control zones with cones, barricades, vehicles or terrain. The City maintains appropriate traffic control devices, including barricades, Vector trucks with arrow boards, lighting, sign boards, caution tape, cone topper access deterrent devices, and flagging that is readily available for spill emergencies.

An important determination that the maintenance personnel must make in the initial stages of a sewage spill is to estimate the spill volume (Appendix F). If possible, always document the flow of the sewage with photographs. Another step, that must be taken during the initial response, is the notification of certain agencies. In the event of a sewage spill of ANY size, the VCEHD needs to be notified immediately upon receiving a report of a spill. The RWQCB also needs to be notified as soon as possible, but no later than 24 hours after the City is informed of the spill. Additionally, should a spill be greater than 1,000 gallons, California OES must be notified (even if recapture occurs).

Spill Containment

After the public has been isolated from the sewage spill, the clean-up crews must then proceed with containment of the spill. The crews must contain the discharged sewage to the maximum extent possible; every effort must be made to prevent the discharge of sewage into surface waters. The following procedures shall be implemented to contain the overflow:

- Sandbag or block off access to storm drains with spill containment mats to contain the spill.
- Divert the spill by building a small berm to change the direction of flow of sewage back to the sanitary sewer and/or use vacuum trucks to vacuum up the spill.
- Use absorbent to mitigate the sewage spill.
- Divert the spill by pumping around the overflow and returning to the sewer.
- Retain the spill by letting it collect in a natural low area and recover the sewage with vacuum trucks as soon as possible.
- Dike or dam the spill by building a dirt berm to contain and collect the spill.
- Lift stations that have inoperative primary systems will not be left unattended.

Control & Cleanup

Once the spill is contained, the responding crews can focus their attention on controlling the spill. Controlling the spill includes relieving the source of blockage in the line, repairing the broken pipe, or eliminating whatever the source of the spill may be.

Crews shall make full effort to collect/recover as much sewage as possible and return collected sewage to the sewer system. The sewage should be directed back into the sewer manhole by gravity flow or

pressurized water. When this is not possible, the vacuum trucks can be used to return contained sewage to the sanitary sewer.

Any sewage that is not recovered and returned to the sewer (i.e., soaks into the ground) must be disinfected, when required, to protect human health and minimize impact on the environment. VCEHD should be contacted to assist in coordinating the clean-up effort.

If sewage from a spill flows into a storm drain, it is of the utmost importance to contain and recover as much as possible to prevent the sewage from entering receiving waters. Elsewhere, when practical, sewage that enters a storm drain shall be diked and recovered at the initial entry point. If this is not practical, sewage shall be diked and contained at the storm drain outfall and recovered by vacuum and/or pumps and hoses, as necessary. Recovered sewage shall be disposed of in the sanitary sewer manhole downstream of the spill. After a sewage spill, pavements and hardscapes shall be flushed with water. Flush- water should be contained, vacuumed and returned to the sewer whenever possible. Do not remove barricades until the entire clean-up operation is complete.

Spill Failure Analysis

Following a spill event, a post-incident investigation is conducted to determine the root cause of the incident and identify corrective actions to minimize the impacts and potential for future occurrences.

- CCTV line as soon as possible to determine the condition of the line and the cause of the spill:
 - Determine the condition of line (cracks, broken pipe, offset, sags, etc.).
 - Obstruction (tissue build-up, roots, grit, rocks, vandalism, grease, etc.).
 - Hydraulic stoppage (infiltration, wet weather, side flows, undersize line, etc.).
 - Did a contractor hit the line or bore through the line?
- Implement corrective action:
 - Add sewer to hotspot schedule for additional clean frequency if needed.
 - If roots are identified as the cause of the failure, add the section of sewer to the root control program.
 - Replace broken or defective line.
 - If grease caused the spill, determine the source of grease.
 - If vandalism caused the spill, have the manhole covers welded shut and notify Police.
 - If the spill is caused by an undersized line, replace the line with line of sufficient capacity to handle both dry and wet weather.
 - If the spill is caused by Infiltration/Inflow find the source and eliminate Infiltration/Inflow.
 - If the spill is caused by hydraulic stoppage reconfigure the manhole and/or line to

eliminate hydraulic stoppage.

3.1. WASTEWATER SYSTEM STANDBY PROCEDURE

To provide adequate after-hours response to system emergencies, WRRF Maintenance, Electricians, and Collections personnel are assigned to standby status during all hours when the maintenance staff is not normally on duty.

Standby duty is an obligation of all Maintenance and Collections personnel and the assignment to standby is rotated among all Collections and Maintenance personnel by the Wastewater Collections Manager or Maintenance Manager, or senior. A standby staff may only avoid the duty if approved by the Wastewater Collections Manager or Maintenance Manager.

Standby personnel are not granted scheduled vacation or do not participate in voluntary scheduled overtime while on standby unless there are no other volunteers available.

When assigned to standby duty, it is the responsibility of each standby person before the normal daily shift ends to:

1. Verify that the assigned standby cell phone is functional
2. Check the Vactor to ensure that the water tank is full, the fuel tank is full if standby covers a weekend, all tools are present, and that all equipment, including traffic control devices, is functional
3. Check the assigned standby truck to ensure that:
 - a. All traffic control devices installed on the truck are functional and the vehicle is safe to operate
 - b. If the standby period will cover a weekend or holiday, the fuel tank is full
 - c. The truck is stocked with the following:

iPad	Flashlight (Spare Batteries)	Miners Pick
Door Knob Notices	Safety Vest	Sledge Hammer
Sewage Warning Signs	Safety Glasses	Hydrant Wrench
Standby Cell Phone (Charged and Tested)	Mirror	5 Sandbags
Round and Square End Shovel	First Aid Kit	Street Broom
Temporary Berm Device	Ten (10) Safety Cones	5 Gallon Bucket
Standby Book	Spill Packet	

When assigned standby, it is the responsibility of the Standby Person to remain reachable either by

standby cell phone or home phone and to be within 45 minutes of travel time of the WRRF.

4. NOTIFICATION REQUIREMENTS

4.1. INTERNAL NOTIFICATION – NORMAL WORKING HOURS

WRRF is staffed 24 hours per day, seven days per week, 52 weeks per year. On-duty Wastewater Operator will notify the Operations Manager, or Chief Plant Operator, and Maintenance if needed.

Emergency calls for Collection System spills will normally be received by telephone and contact will be initiated with the appropriate Collections personnel in the following order:

1. Vactor Crew will investigate the emergency, call additional personnel and equipment if required, and notify the Wastewater Collections Manager, or Senior, at the earliest opportunity.
2. If unavailable, first available field crew will investigate the emergency, call additional personnel and equipment if required, and notify the Wastewater Collections Manager, or Senior, at the earliest opportunity.
3. The Wastewater Collections Manager, or Senior, is responsible for making external agency notifications and completing the Sanitary Sewer Overflow Report Form (Appendix C).

4.2. INTERNAL NOTIFICATION – AFTER HOURS

WRRF is staffed 24 hours per day, seven days per week, 52 weeks per year. On-duty Wastewater Operator will notify the Operations Manager, or Chief Plant Operator, and Maintenance if needed.

Spill emergency response for the Collection System will be initiated in the following order:

1. Standby staff will investigate the emergency call additional collection system maintenance personnel and obtain appropriate equipment.
2. If not available, any Wastewater Maintenance Senior will investigate the emergency, call additional personnel and obtain appropriate equipment.
3. The Wastewater Collections Manager, or Senior, is responsible for making external agency notifications and completing the Sanitary Sewer Overflow Report Form (Appendix C).

4.3. AGENCY NOTIFICATION

If any amount of spill enters a storm drain, drainage ditch, culvert, etc. it must be reported to the California Office of Emergency Services (OES), Regional Water Quality Control Board (RWQCB), and Ventura County Environmental Health Division (VCEHD) within two hours after becoming aware of the spill.

Spill of any amount: contact within 2 hours of knowledge of incident:

- VCEHD (805-654-2813, After Hours: 805-320-6244)
- RWQCB (213-576-6720)

Spills of over 1000 gallons: contact within 2 hours of knowledge of incident:

- CA OES (800-852-7550)

City Notifications

- Oxnard Water Resource Recovery Facility (805-271-2200)
- Public Works Director and Assistant Public Works Director
- City Public Information Officer (805-816-4330)
- City Manager (805-385-7449)

The following agencies may be contacted (for all Spills contact the agency/person responsible for the area affected by sewage spill)

- Fish and Game (916-445-0045)
- State Parks (909-443-2969)
- Coastal Commission (805-585-1800)
- Heal The Bay (310-451-1500)
- Coast Guard
- Lifeguards
- Property Owner

The figure on the following page illustrates the Spill Notification Flow Chart.

Spill Notification Flow Chart



4.4. PUBLIC NOTIFICATION

When sewer system spill reaches water bodies, including dry channels or beach sands, additional public notification requirements apply. Public notification to the residents who have the potential to be directly affected by cleanup activities will be conducted before, during, and after clean-up operations. The notification will be made either in writing and/or in person by the City. If clean-up measures are anticipated to occur for more than one week, the City will establish a mechanism to keep residents notified of the clean-up status (e.g., reverse 911, hotline phone number, website, social media post, etc.). Also, in coordination with VCEHD, the City will provide periodic updates to local police departments, fire departments and/or lifeguards, as necessary.

The notification to the public will include a description of the incident, an explanation of why clean-up measures are being conducted, a description of the clean-up method selected, the date operations are expected to begin, the anticipated date operations will end, any associated public health and/or environmental concerns, and the City's efforts to mitigate those concerns. The notification letters may be delivered by US mail and/or hand delivered, depending on the time available for notification.

Whenever possible the perimeter of the clean-up area shall be clearly marked and posted with appropriate warnings/access restrictions and signage. When possible, hazard tape will be used to cordon off areas where there is a reasonable expectation that the public will access the spill location. The City will consult with VCEHD on the content of signage but at a minimum the signage should state that public access to the area is restricted as a result of a wastewater spill and City contact, hotline and/or website information. The signage will remain at the clean-up site until VCEHD determines that the potential public health threat has been mitigated.

5. SPILL CLASSIFICATION & REPORTING

5.1 SPILL CLASSIFICATION

For reporting, spills in the Collection System fall into one of three categories: Category 1, Category 2, and Category 3. The table below provides definitions for each category.

Spill Classification	
Categories	Definitions
Category 1	Discharges of untreated or partially treated wastewater of <u>any volume</u> resulting from a sanitary sewer system failure or flow condition that: - Reach surface water and/or reach a drainage channel tributary to a surface water; or - Reach a municipal separate storm sewer system and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the municipal separate storm sewer system is considered to have reached surface water unless the storm drain system discharges to a dedicated stormwater or ground water infiltration basin (e.g., infiltration pit, percolation pond).
Category 2	Discharges of untreated or partially treated wastewater of <u>1,000 gallons or greater</u> resulting from a sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a municipal separate storm sewer system unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
Category 3	All other discharges of untreated or partially treated wastewater resulting from a sanitary sewer system failure or flow condition.
Private Lateral Sewage Discharge (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems <u>within a privately owned sewer lateral</u> connected to the sanitary sewer system or from other private sewer assets. PLSDs that the City becomes aware of may be voluntarily reported to the SSO Database.
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5.2 REPORTING REQUIREMENTS

5.2.1 Spill Emergency Response Plan

The reporting deadline for submittal of a spill report depends on the classification of the spill as outlined below:

- Category 1 SSO: Submit Draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.
- Category 2 SSO: Submit Draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date.
- Category 3 SSO: Submit Certified report within 30 calendar days of the end of month in which SSO occurred.
- “No Spill” Monthly Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month in which no SSOs occurred.
- Collection System Questionnaire: Update and Certify every 12 months.

5.2.2 Spill Clean-up Contingency Plan

The initial notification required include the following:

- i. As soon as possible, but not later than twenty-four (24) hours after becoming aware of an unauthorized discharge of sewage or other waste from WRRF to a water of the state, WRRF shall submit a statement to the Los Angeles Water Board by email (augustine.anijielo@waterboards.ca.gov). If the discharge is 1,000 gallons or more, this statement shall certify that Cal OES has been notified of the discharge. The statement shall also certify that the local health officer or director of environmental health has been notified. The statement shall include, at a minimum, the following information:
 - a. Agency, NPDES No., Order No., and MRP CI No., if applicable
 - b. The location, date, and time of the discharge
 - c. The water body that received the discharge
 - d. A description of the level of treatment of the sewage or other waste discharged
 - e. An initial estimate of the amount of sewage or other waste released and the amount that reached a surface water
 - f. The Cal OES control number and the date and time that notification of the incident was provided to Cal OES
 - g. The name of the local health officer or director of environmental health representative notified (if contacted directly); the date and time of notification; and the method of notification (e.g., phone, fax, email)

- ii. A written preliminary report five (5) business days after disclosure of the incident is required. Submission to the Los Angeles Water Board of the California Integrated Water Quality System (CIWQS) Sanitary Sewer Overflow event number shall satisfy this requirement. Within 30 days after submitting the preliminary report, WRRF shall submit the final written report to the Los Angeles Water Board. A copy of the final report, for a given incident, already submitted pursuant to *Statewide General WDRs for Sanitary Sewer Systems* (SSS WDRs, State Water Board Order No. WQ 2022-0103-DWQ), may be submitted to the Los Angeles Water Board.

6. RESPONSE PROCEDURES FOR OTHER SYSTEM ISSUES

Response procedures for the following situations are provided in the following sections:

- Odor Complaints
- Unknown Residential Sewer Problems
- Building Sewer Stoppage
- Sewer Main Stoppage
- Power Failure

6.1. ODOR COMPLAINTS

WRRF personnel will respond to odor complaints to determine whether a spill has occurred and the appropriate response.

Odor Complaint Response	
The following section provides guidelines for sizing up the response to notifications made from unknown odor complaints.	
1	If the odor source is within the building, investigate the following: ● Whether all drains are free-flowing ● Whether all drain fixtures have functional traps ● Whether the drains are vented to the roof
2	If the odor source is from outside the building, investigate the following: ● Whether the street main is free-flowing ● Whether the neighbors are experiencing drainage problems
3	Determine whether the odor is from a non-sewer source.
4	Resident to complete Order Complaint online, if so desired.
5	Corrective actions will be taken or referred to the resident for correction based on the results of the investigation.

6.2. UNKNOWN RESIDENTIAL SEWER PROBLEM SIZE-UP

WRRF personnel will respond to residential sewer problems to determine whether a spill has occurred and the appropriate response.

Unknown Residential Sewer Problem Size-up	
The following section provides guidelines for sizing up the response to notifications made from unknown residential sewer problems.	
1	Contact the resident.
2	Determine from the resident the nature of the problem and proceed with response actions in the appropriate section below.
3	If the resident cannot be contacted, a maintenance crew (or the Standby Person if after hours) will respond and investigate the situation.
4	If after hours, the Standby Person will determine if safety considerations require the presence of additional maintenance personnel before proceeding.
5	If the street main is free-flowing and there is no visible emergency at the address, a doorknob notice listing the findings will be left at the reporting address.
6	If an emergency is discovered by the investigating personnel, they will proceed with response actions (as defined in the specific response sections).
Note: It is the property owner's responsibility to clean up all sewer spills or discharges that are not caused by a main line stoppage. If this is determined to be the case, provide the property owner or management company with a copy of the ordinance that explains the property owner's responsibility. If a response is required to minimize the impacts of a sewage spill to the public and the environment, ensure time, staffing, and equipment usage are tacked accordingly.	

6.3. BUILDING SEWER STOPPAGE RESPONSE

If the Building sewer stoppage is determined to be the cause of the sewer system problem, follow the response as outlined below.

Building Sewer Stoppage Response	
The following section provides steps to respond to building sewer stoppages reported by resident or business.	
1	Contact the resident before responding. Determine from the resident whether: • There is a sewage backing up into the building • Neighbor drains are blocked • All drains in the residence/business are plugged • There is a water softener • There is a clean-out in the yard and if so, it is at surface and if open is it overflowing • If a manhole is visibly nearby, is it overflowing
2	If it is evident from the responses, or if the investigation reveals that there is no main stoppage, the resident/business will be updated and informed that problems within the property sewers or laterals are the property owner's responsibility. Note: There will be times when it will be prudent to do the clean-up with City staff. This is a judgment call that will need to be made at the job site to protect the public and the environment. Track all expenditures, including staff time, equipment used, etc.
3	If there is a possibility that a main stoppage exists, or if the resident cannot be contacted, a maintenance crew (or Standby Person) will respond and inspect the main.
4	If after hours, the Standby Person will determine if safety considerations require the presence of additional maintenance personnel before proceeding.

Building Sewer Stoppage Response	
5	If any situation where sewage spills on the ground for whatever reason, the supervisor or senior employee on site will contact the Ventura County Environmental Health Department on the Spill Line at 805-320-6244. Be prepared to provide the County with the following information: ● Location of incident ● Date and time ● Cause of spill (stoppage, lift station failure, etc.) ● Actions have been or will be taken ● The volume of sewage that was released ● Did the spill enter the storm drain, river, or ocean? ● Estimated amount that entered the storm drain system ● Where does the storm drain discharge?
6	If public exposure from a private spill has occurred: ● Ask the responsible party to clean or obtain services to clean the spill immediately. ● If an adequate cleanup is not performed within a reasonable time, notify the responsible person that the City may clean the spill and charge the costs to the responsible persons. Call City Source Control personnel to investigate possible violations of the City Ordinance. ● If an adequate cleanup is not performed within a reasonable time, perform the spill cleanup while keeping track of time expended, persons, and equipment used.
7	If there is a main stoppage, the maintenance crew (or Standby Person if after hours) will request appropriate equipment and personnel to respond and will begin spill control measures as outlined in the Main Stoppage Procedure.
8	Ensure photographs are taken throughout the incident.
9	Ensure photographs are taken throughout the incident and appropriate reports are completed, including the following: ● Sanitary Sewer Overflow Report, Appendix C ● Service Request, Appendix D ● SSO Response – Field Documentation, Appendix E
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6.4. SEWER MAIN STOPPAGE

Sewer Main Stoppage Response	
Initial Response	
If it is evident from the initial report of a sewer problem, from the follow-up phone conversation with the resident, or from the field investigation that there is a sewer main stoppage, maintenance personnel will respond as follows:	
1	If during normal working hours, a Vactor crew will be dispatched immediately to the reporting address.
2	If after normal hours, and before the initial standby response, the Standby Person will contact additional personnel, and whichever of the two is closest to the reporting address will go to the address and begin spill control measures as outlined below. The other Maintenance person will report to the Water Resource Recovery Facility and drive the Vactor to the reporting address.
3	If the existence of a main stoppage is discovered only after the initial standby response, the person first responding will contact an additional maintenance person, who will report to the Water Resource Recovery Facility and drive the Vactor to the reporting address.
Upon First Arrival at the Site	
1	ASSESS the extent of the spill and prevent public contact with the spill by evacuating flooded buildings, placing barriers around outside spills and trying to prevent sewage from entering the surface drainage system or causing a health hazard by using sand bags.
2	REMOVE THE STOPPAGE ● Determine if the stoppage may be lift station related by inspecting downstream manholes for free flow. If lift station problems are indicated, summon appropriate personnel for repair. ● Locate the nearest manhole in which the Vactor can set up. Break the stoppage in the sewer main. ● Determine cause of stoppage (roots, rags, grease, etc.)

Sewer Main Stoppage Response

3	SEWAGE OVERFLOWS ● If there was no spill of sewage to the ground, inform Supervisor of the incident particulars the next working day. ● If there was sewage spilled to the ground, you must: ● Take the necessary steps to prevent or minimize wastewater from entering a catch basin(s) or storm drain(s), including the following: - Sandbag/diversion - Vactor Trucks - Pumparound - Retain and vacuum at low point - Dike/dam ● Notify any available Wastewater Manager as soon as possible. The Wastewater Collections Manager, or senior, is responsible for making the appropriate notifications outlined in the Notification Requirements section.
4	Wash down any area that is paved. Remove solids from landscape areas. Pick up sewage residue solids from surfaces.
5	Estimate the amount that spilled and any amount that may have entered storm drains, if possible (See Appendix F). Identify the location of the storm drains.
6	Ensure photographs are taken throughout the incident.
7	Complete appropriate reports are completed, including the following: ● Sanitary Sewer Overflow Report, Appendix C ● Service Request, Appendix D ● Spill Response – Field Documentation, Appendix E

6.5. POWER FAILURE

All lift stations are tied into the SCADA system and any failure is called out to the Standby Person. Additionally, newer lift stations are configured with backup power and facilities that are not configured with permanent backup power have quick connections for mobile generators. The following table lists the characteristics of the emergency standby generators:

EMERGENCY PORTABLE GENERATORS				
MANUFACTURER	MODEL NO.	SERIAL NO.	VOLTS	AMPS
MQ/Isuzu	BR-4HK1X	7511670	480	346
MQ/Isuzu	BR-4HK1X	7511783	480	346
MQ/Isuzu	BR-4HK1X	7511784	480	346
MQ/Isuzu	BR-4HK1X	7512695	480	346

The following table designates the lift station characteristics, including on site generators:

STATION #	NAME	PUMP SIZE	VOLTS	CAPACITIES	ON SITE GENERATOR
1	CABEZONE	2 @ 5 HP	230	315 GPM	NO
2	HARBOR	2 @ 10 HP	240	200 GPM	NO
4	MANDALAY	2 @ 15 HP	240	600 GPM	NO
6	CANAL	2 @ 25 HP	240	1000 GPM	NO
7	VIEWPOINT	1 @ 6 HP 1 @ 3.4 HP	240 240	300 GPM 175 GPM	YES, 120/240 V
8	SEABRIDGE	2 @ 12.2 HP	208	600 GPM	YES, 120 V
9	OXNARD HIGH	2 @ 6.0 HP	240	300 GPM	YES, 240 V
15	CASCADE	2 @ 5 HP	240	300 GPM	NO
20	BEARDSLEY	2 @ 53.6 HP	480	1100 GPM	YES, 480 V
23	WAGON WHEEL	2 @ 25 HP	480	1500 GPM	NO
24	HANDYMAN	2 @ 7.5 HP	208	500 GPM	NO
27	LAUNCH RAMP	2 @ 3 HP	240	230 GPM	NO
28	RIVERPARK	2 @ 29.5 HP	480	1395 GPM	YES, 480 V
29	PATTERSON	2 @ 80 HP 2 @ 100 HP	480 480	3700 GPM 5400 GPM	YES, 480 V
30	COLONY	2 @ 20 HP	480	450GPM	NO

Power Failure Response

The following procedure provides the steps to follow in the event of a localized lift station power failure.

1	The responding employee shall open the lift station control panel and confirm that power is still OFF.
2	If the power to the station is still OFF, turn both pumps to OFF position, then circuit breakers for each pump to OFF position, then main breaker to pump control panel to OFF position.
3	Verify the voltage at the station either 240/ 480 volts. You then need to set generator output voltage to that of lift station voltage. Note, there are two types of cables coming out of generators. • Blue is for 240 volts • Red is for 480 volts
3	Located on the side of each lift station cabinet that does not have an on-site generator there will be either a red or blue plug, employee shall plug in the like-colored power cord to the like-colored plug.
4	Located next to the power cord plug there is secured SoCal Edison generator power handle/transfer switch that is locked using a master padlock #2001 (standard city issued) employee shall unlock that handle and place it in the generator mode.
5	Check to make sure all breakers and pump controls are in the OFF position.
6	Turn ON generator to warm up then, place the main breaker inside cabinet to ON, then place pump & circuit breakers to the ON position, then place pump control selector switch to AUTO position.
7	When pumps are running check for proper voltage & amperage.
8	When power comes back on turn pumps and breakers to OFF position and change Edison generator handle/transfer switch back to Edison.
9	Turn all breakers and pump switches to the ON position and check pump voltage & amperage, to make sure pumps working correctly.

Power Failure Response	
10	Allow generator to cool down then turn generator OFF and disconnect power cords.
11	Before leaving the station watch pump cycle to make sure the station is operating correctly.
12	If the power failure resulted in a sewer system overflow, follow the response procedures outlined for overflows.
13	Ensure photographs are taken throughout the incident.
14	Complete appropriate reports are completed, including the following: ● Sanitary Sewer Overflow Report, Appendix C ● Service Request, Appendix D ● Spill Response – Field Documentation, Appendix E

7. BEACH SAND SPILL RESPONSE AND MONITORING PROTOCOL

This protocol includes response and monitoring procedures and considerations for spills greater than 10,000 gallons to beach sands.

7.1. NOTIFICATIONS AND AGENCY COORDINATION

Spills to beach sands pose a potential for significant public exposure to the impacted sand, as such the City should coordinate response and clean-up efforts with the VCEHD. The VCEHD should be consulted on the following:

- Potential level of public exposure at the spill location.
- Potential health risks associated with the residual spill.
- Identification of soil and water sampling/monitoring strategy, if deemed necessary.
- Identification of appropriate clean-up strategy, including restricting site access and monitoring, covering with clean material, aerating / desiccating the sand, removing and replacing the sand, sanitizing/disinfecting the sand, etc.
- Public notification and outreach efforts associated with spill clean-up efforts.

Additionally, depending upon the nature of the spill and associated clean-up strategy, the following agencies may need to be consulted to discuss the feasibility, risks, and required approvals/permits associated with the selected clean-up strategy:

- California Department of Fish and Game
- California Coastal Commission
- Ventura County Beaches and Harbors
- Los Angeles Regional Water Quality Control Board
- United States Coast Guard
- Ventura Port District
- California State Parks
- Appropriate City Departments

7.2. SAMPLING

The City will coordinate with VCEHD to perform initial sampling to determine the extent of waste discharged to the beach sand and adjacent surface waters, to determine the potential public health threat, and to develop appropriate clean-up strategies. The samples will be analyzed for total coliform, fecal coliform, enterococci coliform and E. coli (if fecal coliform test shows positive), enterococcus, and relevant pollutants of concern, upstream and downstream of the point of entry of the spill (if feasible, accessible, and safe). The City and VCEHD will determine the sample locations and City Source Control will collect and analyze the samples. This monitoring will be performed daily from the time the spill is discovered until the results of two consecutive sets of bacteriological monitoring indicate the return to the background level or the health department authorizes cessation of monitoring.

7.3. SPILL CLEAN-UP STRATEGIES

The Collection System has facilities and piping located in areas with the potential to impact the beaches listed below, as illustrated in the Sewer Collection System Map in Appendix B. Note that these facilities are also configured with berm areas to contain sewer system overflows, as possible, in the event of an incident.

- Oxnard Shores
- Channel Islands Harbor
- Mandalay Bay
- Ormond Beach
- Santa Clara River

Based on coordination with the aforementioned agencies and VCEHD, the City will select the appropriate clean-up method based on the spill location and characteristics. Potential clean-up strategies to consider include the following:

- Restrict access and monitor
- Cover with a clean material
- Aerate / desiccate
- Remove and replace sand
- Sanitize / disinfect

Since the beaches are utilized for recreational purposes, potential public exposure must be considered when determining the clean-up method. The degree of public exposure (incidental versus probable direct contact) will dictate the potential clean-up options and the extent of the clean-up necessary (surface versus subsurface). For instance, if there is a high probability that the public will have direct contact (e.g., digging and/or ingestion) with the soil in the spill location then a soil sanitizing operation may be warranted. In the situation where the use of chemicals for sanitizing is employed, measures will be implemented to ensure that the chemical will not adversely impact the environment nor pose a potential threat to public health. Whenever possible the City will implement clean-up measures that are both protective of public health and the environment. It is reasonable to expect that in rare circumstances, clean-up measures employed to protect public health may have a localized and temporary effect on the environment. In such cases, when priority is given to the protection of public health, the City will make all reasonable efforts to minimize impacts to the environment. Additionally, the following factors will be considered when determining the spill clean-up strategy:

- Potential and relative degree of public health threat
- Level of mitigation targeted
- Site access
- Time of year when clean-up activity is occurring
- Potential for clean-up site to be inundated with storm flows or high tides
- Estimated duration of clean-up activity
- Effective control of chemical usage
- Cross-contamination issues (wind, soil replacement options, etc.)
- Potential for off-site nuisance conditions during clean-up operations
- Restriction of public access during clean-up operations
- Presence of endangered species (including the Tidewater Gobi and Steelhead Trout)
- Potential impact of clean-up measure on the environment or to public health

7.4. CONFIRMATION OF EFFECTIVENESS OF THE CLEAN-UP AND/OR MITIGATION MEASURES

Based upon the spill characteristics, clean-up method utilized, and recommendations from consulted agencies (including VCEHD), the City will design a sampling/monitoring plan to monitor the effectiveness of the clean-up operations. The monitoring plan will include fecal indicator bacteria monitoring and

testing/sampling will continue until results for two consecutive days indicate that the beach sands and/or waters are safe for human contact.

Additionally, the geographic area and extent of the monitoring will be designed for the spill characteristics and clean-up method utilized. Appendix F: Sample Templates for Spill Volume Estimation will be utilized to determine the extent of the sewer system overflow and the extent of the clean-up required.

If chemicals are utilized as part of clean-up, the chemical constituents of concern will be identified and the monitoring plan will demonstrate the controlled use of applied chemicals. If there is a potential for the spill-affected soil to become inundated, causing contact with receiving waters (e.g., from a rising tide, stormwater washout, or other flows) the receiving water sampling should be conducted per NPDES permit requirements.

The monitoring plan will include documenting the clean-up with photographs and other appropriate supporting documentation.

8. MONITORING

For a sewage spill that reaches surface water and closes the beaches, the City will conduct sampling and testing for bacteriological and/or chemical analysis under the direction of VCEHD. Testing and sampling will continue until results for two consecutive days indicate that the waters are safe for human contact.

Coordination with VCEHD, RWQCB and other appropriate regulatory agencies is necessary. As part of the reporting process to these agencies, they should be consulted for inclusion in any further spill monitoring.

9. TRAINING

Staff training related to sewer system spill response and prevention consists of the following:

- Annual Spill Emergency Response procedure review and practice drills
- Volume Estimation Training Workshop
- Field Documentation Form Review
- Electronic CIWQS reporting procedures for staff submitting data

10. SPILL RESPONSE PLAN UPDATE REQUIREMENTS

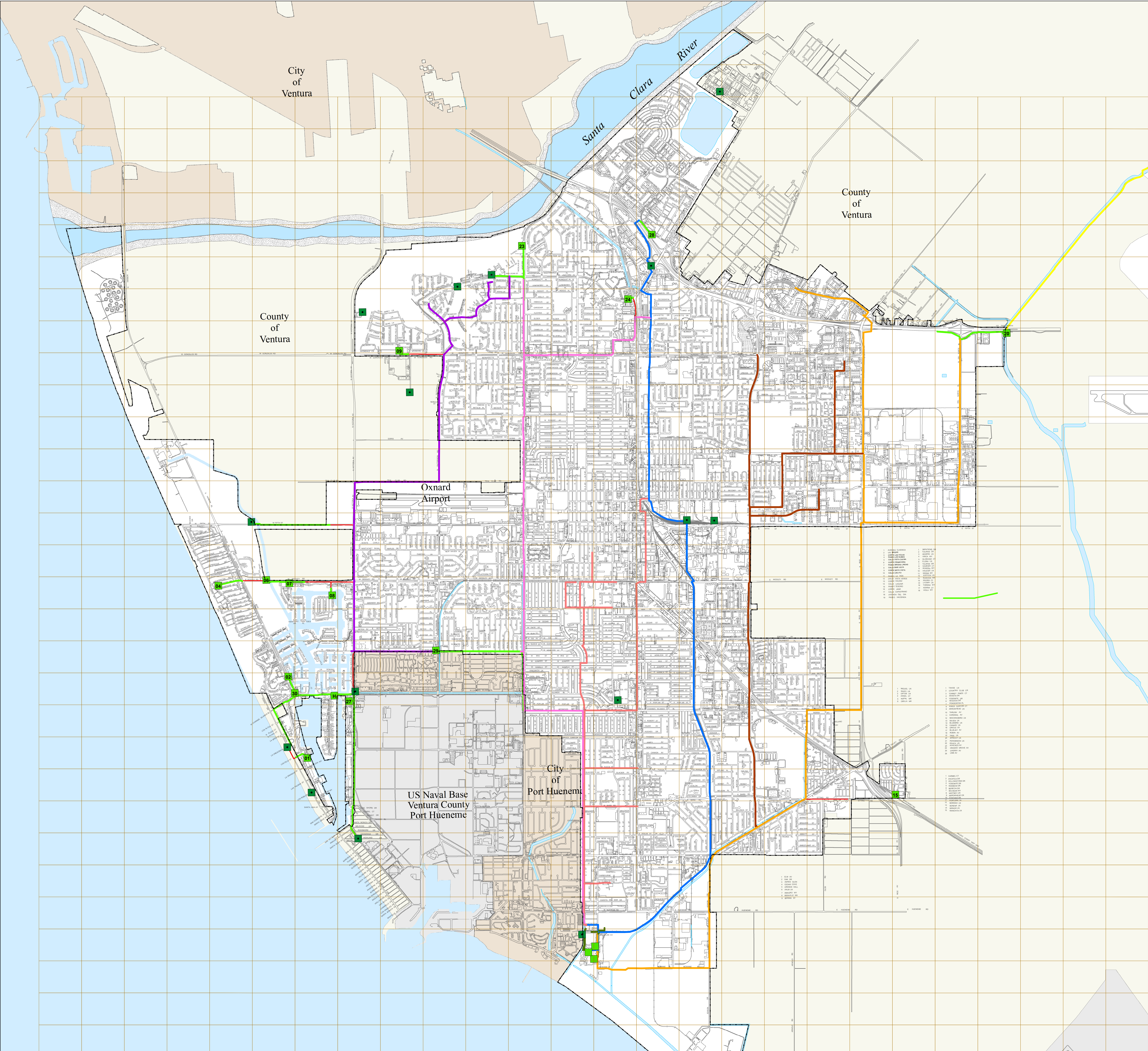
The Plan is required to be reviewed and updated, as appropriate, following spills from the treatment and collection facilities. A Plan review log is located in Appendix A to ensure the review/changes are documented to be included in the annual summary report.

Appendix A: Plan Review Log

Plan Review Log		
Review Date	Reviewed By	Changes Made to the Plan (Include Description of Overflow Event Triggering the Review)

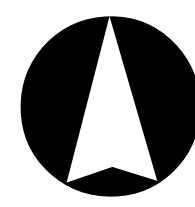
Appendix B: Sewer Collection System Map

CITY OF OXNARD TRUNK SEWERS & FORCE MAINS



Legend

- | | | | | | | |
|----------------|---------------------------|---------------------|-------------------------------------|----------------------|---------------------|---|
| City Limit | Lift Station (Oxnard) | Central Trunk Sewer | El Rio - West Los Posas Trunk Sewer | Redwood Trunk Sewer | Treatment Plant | Force Main |
| Atlas Map Grid | Lift Station (Non-Oxnard) | Eastern Trunk Sewer | Old Redwood Trunk Sewer | Rose Ave Trunk Sewer | Western Trunk Sewer | Gravity Main Between Force Main & Trunk |



Appendix C: Sanitary Sewer Overflow Report

CITY OF OXNARD
SANITARY SEWER OVERFLOW REPORT

DATE: _____ TIME OF SPILL: _____ A.M. _____ P.M.

TIME NOTIFIED: _____ A.M. _____ P.M. TIME ON SCENE: _____ A.M. _____ P.M.

TIME SPILL ENDED: _____ A.M. _____ P.M.

SPILL LOCATION NAME:

LATITUDE OF SPILL LOCATION: _____

LONGITUDE OF SPILL LOCATION: _____

STREET NUMBER: _____ STREET DIRECTION: _____

STREET NAME: _____ STREET TYPE: _____

CROSS STREET: _____

CITY: _____ STATE: _____ ZIP: _____

COUNTY: _____

SPILL LOCATION DESCRIPTION: _____

SPILL APPEARANCE POINT: _____

DID THE SPILL DISCHARGE TO A DRAINAGE CHANNEL AND/OR SURFACE
WATER? _____

DID THE SPILL REACH A STORM DRAIN PIPE? _____

IF THE SPILL REACHED A SEPARATE STORM DRAIN PIPE, WAS ALL OF THE
WASTEWATER FULLY CAPTURED FROM THE STORM DRAIN PIPE AND
RETURNED TO THE SANITARY SEWER SYSTEM? _____

PRIVATE LATERAL SPILL? _____

NAME OF RESPONSIBLE PARTY: _____

FINAL SPILL DESTINATION: _____

ESTIMATED SPILL VOLUME IN GALLONS: _____

ESTIMATED VOLUME OF SPILL RECOVERED: _____

ESTIMATED VOLUME (GREATER THAN ZERO) THAT REACHED A SURFACE
WATER, DRAINAGE CHANNEL, OR NOT RECOVERED FROM A SEPARATE
STORM DRAIN: _____

SPILL CAUSE: _____

WHERE DID FAILURE OCCUR? _____

DIAMETER OF SEWER PIPE AT THE POINT OF BLOCKAGE OR SPILL CAUSE:
_____ INCHES

MATERIAL OF SEWER PIPE AT THE POINT OF BLOCKAGE: _____

SPILL RESPONSE ACTIVITIES:

SPILL RESPONSE COMPLETION DATE: _____

HEALTH WARNINGS POSTED? _____

NAME OF IMPACTED SURFACE WATER(S)? _____

IS THERE AN ONGOING INVESTIGATION? _____

WATER QUALITY SAMPLES ANALYZED FOR: _____

WATER QUALITY SAMPLES REPORTED TO: _____

SPILL CORRECTIVE ACTION TAKEN:

NOTIFICATION DETAILS

OFFICE OF EMERGENCY SERVICES: 800 852 7550

REGIONAL WATER QUALITY CONTROL BOARD 213 576 6657

Fax 213 620 6140

Augustine Anijelo Cell 213 305 2284

ENVIRONMENTAL HEALTH DEPARTMENT 805 654 2813

After Hours 805 320 6244

SPILL REPORTED TO: _____
OFFICE OF EMERGENCY SERVICES

OES CONTROL NUMBER: _____

DATE: _____ AT: _____ A.M. _____ P.M.

SPILL REPORTED TO: _____
OF THE REGIONAL WATER QUALITY CONTROL BOARD

DATE: _____ AT: _____ A.M. _____ P.M.

SPILL REPORTED TO: _____
OF THE VENTURA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

DATE: _____ AT: _____ A.M. _____ P.M.

SIGNATURE OF SUPERVISOR COMPLETING REPORT:

Appendix D: Wastewater Division Service Request

**CITY OF OXNARD
PUBLIC WORKS DEPARTMENT – WASTEWATER DIVISION
SERVICE REQUEST**

DATE _____ LOCATION/
ADDRESS _____

TIME REC'D _____ A.M. _____ P.M. NAME _____

REC'D FROM _____ PHONE NUMBER _____

SPILL: YES _____ NO _____ (IF YES, SEE BELOW) EVENT NO. _____

IMPORTANT: If a spill occurred, regardless of size, notify a supervisor immediately.

SUPERVISOR NOTIFIED AT _____ A.M. _____ P.M.
(Contact should be made in the following order)

		OFFICE	CELL #
_____	RAY TREVINO	271-2215	797-6765
_____	RUDY CAMACHO	271-2214	797-7411

ODOR COMPLAINT:

LOCATION/ADDRESS _____

TIME _____: _____

WEATHER CONDITION _____ WIND DIRECTION _____

OBSERVATIONS: _____

ODOR COMPLAINT FORM COMPLETED: ☐ YES ☐ NO

MANHOLE(S) OVERFLOWING (GRID MAP AND MANHOLE #) _____

SPILL CONTAINMENT/CLEAN-UP MEASURES TAKEN: _____

STOPPAGE _____ OTHER (SPECIFY) _____

STATION NAME _____ STATION NUMBER _____

OBSTRUCTION WAS APPROXIMATELY _____FT.

FROM MANHOLE # _____TO MANHOLE# _____ ON GRID MAP# _____

OBSTRUCTION WAS: HOUSEHOLD GREASE _____ STICKS _____

ROOTS _____RAGS _____ OTHER (SPECIFY) _____

IF NO OBSTRUCTION, _____ FEET WERE CLEANED.

FROM MANHOLE# _____TO MANHOLE# _____ ON GRID MAP _____

NATURE OF FALSE CALL _____

WAS CONTACT MADE WITH REPORTING PARTY: YES _____ NO _____

IF NO, STATE REASON: _____

WORK STARTED AT: _____ A.M. _____ P.M. _____ DATE

COMPLETED AT: _____ A.M. _____ P.M. _____ DATE

PERFORMED BY: _____ O.T. HOURS _____

PERFORMED BY: _____ O.T. HOURS _____

PERFORMED BY: _____ O.T. HOURS _____

PERFORMED BY: _____ O.T. HOURS _____

EQUIPMENT USED: _____

REMARKS: _____

REPORT REVIEWED BY: _____

Appendix E: SSO Response – Field Documentation

REPORTED BY

Call Address:
On Service Request _____ (SR # _____)

Caller Name: _____ Phone: _____

Receipt of Call: Date: ____/____/____ Time: ____:____ ☐ AM ☐ PM Call Received By: _____

Call Dispatch: ____/____/____ Time: ____:____ ☐ AM ☐ PM Assigned To: _____

USD Arrival Time: Date: ____/____/____ Time: ____:____ ☐ AM ☐ PM

SPILL START TIME NOTES

Caller Interview: Where did you see sewage spill from? From: Manhole ☐ Inside Building ☐ C/O ☐

☐ Wet well/Lift station ☐ Other _____

Time Caller noticed spill: ____:____ ☐ AM ☐ PM Date: ____/____/____

Comments:

Last time Caller observed NO Spill occurring: ____:____ ☐ AM ☐ PM Date: ____/____/____

Comments:

SSO End Time ____:____ ☐ AM ☐ PM Date: ____/____/____

Other Comments regarding spill start time:



SPILL LOCATION

Observed: Spill from: ☐ Manhole ID _____ ☐ Lift Station ID _____

☐ Clean Out Address _____

Comments: _____

☐ Building Address _____

Comments: _____

Spill Destination: ☐ Building ☐ Paved Surface ☐ Storm Sys ☐ Curb/Gutter ☐ Unpaved ☐ Surface Water

Answer these three questions:

#1 - Was it $\geq 1,000$ gallons? _____ Yes _____ No

#2 - Was there a discharge to a drainage channel and/or surface water? _____ Yes _____ No

#3 - Was there a discharge to storm drain pipe that was "NOT" fully captured & returned to the sanitary sewer system? _____ Yes _____ No

If answer is "yes" to any of the 3 questions above, the SSO is a Category 1.

SPILL VOLUME WORKSHEET



The purpose of this worksheet is to capture the data and method(s) used in estimating the volume of an SSO. Since there are many variables and often unknown values involved, this calculation is just an estimate. Additionally, it is useful to use more than one method, if possible, to validate your estimate.

The following methods and tools are the approved methods in the SOP CS-103 *SSO Response*. Check all methods and tools that you used:

☐ Eyeball Estimate Method

☐ Measured Volume Method

☐ Duration and Flow Rate Method (Account for diurnal flow pattern for long duration)

☐ USD SSO Flow Rate Estimating Tool

☐ Other (explain) i.e.; estimated daily use per capita upstream or meter @ Pump Station.

Eyeball Estimate Method- Imagine a bucket(s) or barrel(s) of water tipped over.

Size of bucket(s) or barrel(s)	How many of this Size?	Multiplier	Total Volume Estimated
1 gal. water jug		X 1	
5 gal. bucket		X 5	
32 gal. trash can		X 32	
55 gal drum		X 55	
Total Volume Estimated Using Eyeball Method			

Measured Volume Method (this may take several calculation as may have to break down the odd shaped spill to rectangles, circles, and polygons) It is important when guessing depth to measure, if possible in several locations and use an average depth. Use the [SSO Volume Estimate by Area Work Sheet](#) , if necessary, to sketch the shapes and show your work.

1. Draw a sketch of the spill [SSO Volume Estimate by Area Work Sheet](#), or use a photo copy of USD block book to draw on and attach it.
2. Draw shapes and dimensions used on your sketch
3. Use correct formula for various shapes

Rectangle	$L \times W \times D$
Circle	$3.14 \times R^2 \times D$
Polygons see reference chart	Show formula used

Duration and Flow Rate Method worksheet:

Start Date and Time	1.
End Date and time	2.
Total time elapsed of SSO event (subtract line 1 from line 2. Show time in minutes)	3.
Average flow rate GPM (account for diurnal pattern)	4.
Total volume estimate using duration and flow rate method (Line 3 x Line 4)	5.

CAUSE OF SPILL

Spill Cause: ☐ Roots ☐ Grease ☐ Debris ☐ Vandalism ☐ Lift Sta. Fail ☐ Other _____

☐ Spill cause to be determined by CCTV inspection (Attach TV Report to this form)

Final Cause Determination:

Follow-up or Corrective Action Taken:

SPILL CONTAINMENT

Containment Implemented: _____:_____ ☐ AM ☐ PM Date: ____/____/____



Containment Measures: ☐ Plugged Storm Drain ☐ Washed Down ☐ Vacuum Up Water/Sewage

☐ Other Measures: _____

CLEAN UP

Clean Up Begin: _____:_____ ☐ AM ☐ PM Date: _____/_____/_____

Clean Up Complete: _____:_____ ☐ AM ☐ PM Date: _____/_____/_____



Describe Clean Up Operations: _____

_____ Gallons – Estimate Volume of Spill Recovered (do not count wash down water)

OTHER IMPORTANT MILESTONES

Contacted Supervisor: _____:_____ ☐ AM ☐ PM Date: _____/_____/_____

Requested Additional EE's/Equip: _____:_____ ☐ AM ☐ PM Date: _____/_____/_____

Requested Additional EE's/Equip: _____:_____ ☐ AM ☐ PM Date: _____/_____/_____

Requested Additional EE's/Equip: _____:_____ ☐ AM ☐ PM Date: _____/_____/_____

Departure Time: _____:_____ ☐ AM ☐ PM Date: _____/_____/_____

_____:_____ ☐ AM ☐ PM Date: _____/_____/_____

_____:_____ ☐ AM ☐ PM Date: _____/_____/_____

_____:_____ ☐ AM ☐ PM Date: _____/_____/_____

Notes: _____

[illegible]

Response Crew: _____, _____, _____, _____
 _____, _____, _____, _____

Appendix F: Sample Templates for SSO Volume Estimation

Collection System Collaborative Benchmarking Group
Best Practices for Sanitary Sewer Overflow (SSO) Prevention and
Response Plan

TABLE 'C'
ESTIMATED SSO FLOW OUT OF M/H PICK HOLE

Height of spout above M/H cover <u>H in inches</u>	SSO FLOW <u>Q in gpm</u>	Height of spout above M/H cover <u>H in inches</u>	SSO FLOW <u>Q in gpm</u>	
1/8	1.0	5 1/8	6.2	
1/4	1.4	5 1/4	6.3	
3/8	1.7	5 3/8	6.3	
1/2	1.9	5 1/2	6.4	
5/8	2.2	5 5/8	6.5	
3/4	2.4	5 3/4	6.6	
7/8	2.6	5 7/8	6.6	
1	2.7	6	6.7	
1 1/8	2.9	6 1/8	6.8	
1 1/4	3.1	6 1/4	6.8	
1 3/8	3.2	6 3/8	6.9	
1 1/2	3.4	6 1/2	7.0	Unrestrained M/H cover will start to lift
1 5/8	3.5	6 5/8	7.0	
1 3/4	3.6	6 3/4	7.1	
1 7/8	3.7	6 7/8	7.2	
2	3.9	7	7.2	
2 1/8	4.0	7 1/8	7.3	
2 1/4	4.1	7 1/4	7.4	
2 3/8	4.2	7 3/8	7.4	
2 1/2	4.3	7 1/2	7.5	
2 5/8	4.4	7 5/8	7.6	
2 3/4	4.5	7 3/4	7.6	
2 7/8	4.6	7 7/8	7.7	
3	4.7	8	7.7	
3 1/8	4.8	8 1/8	7.8	
3 1/4	4.9	8 1/4	7.9	
3 3/8	5.0	8 3/8	7.9	
3 1/2	5.1	8 1/2	8.0	
3 5/8	5.2	8 5/8	8.0	
3 3/4	5.3	8 3/4	8.1	
3 7/8	5.4	8 7/8	8.1	
4	5.5	9	8.2	
4 1/8	5.6	9 1/8	8.3	
4 1/4	5.6	9 1/4	8.3	
4 3/8	5.7	9 3/8	8.4	
4 1/2	5.8	9 1/2	8.4	
4 5/8	5.9	9 5/8	8.5	
4 3/4	6.0	9 3/4	8.5	
4 7/8	6.0	9 7/8	8.6	
5	6.1	10	8.7	

Note: This chart is based on a 7/8 inch diameter pick hole

Disclaimer: This sanitary sewer overflow table was developed by Ed Euyen, Civil Engineer, P.E. No. 33955, California, for County Sanitation District 1. This table is provided as an example. Other Agencies may want to develop their own estimating tables.

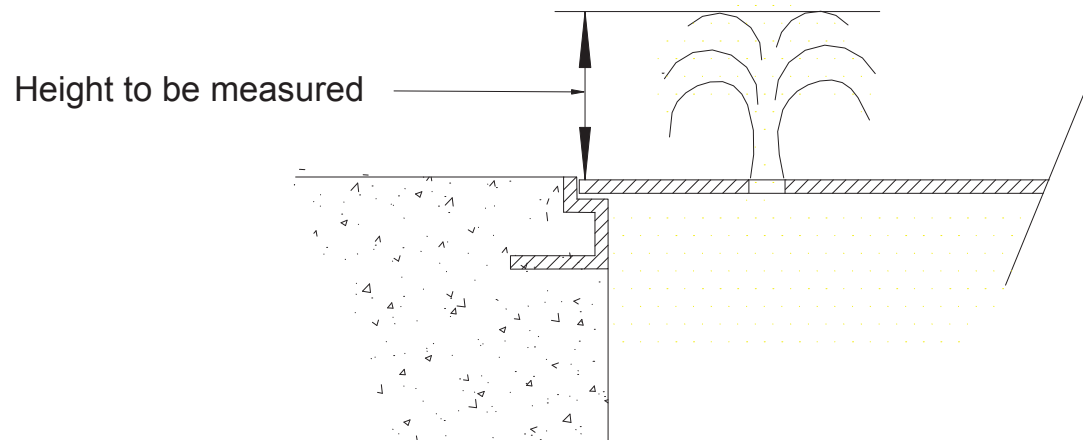
**Collection System Collaborative Benchmarking Group
Best Practices for Sanitary Sewer Overflow (SSO) Prevention and
Response Plan**

The formula used to develop Table C is $Q = C_c V A$, where Q is equal to the quantity of the flow in gallons per minute, C_c is equal to the coefficient of contraction (.63), V is equal to the velocity of the overflow, and A is equal to the area of the pick hole.² If all units are in feet, the quantity will be calculated in cubic feet per second, which when multiplied by 448.8 will give the answer in gallons per minute. (One cubic foot per second is equal to 448.8 gallons per minute, hence this conversion method).

Example Overflow Estimation:

The maintenance hole cover is in place and the height of water coming out of the pick hole seven-eighths of an inch in diameter (7/8") is 3 inches (3"). This will produce an SSO flow of approximately 4.7 gallons per minute.

FLOW OUT OF VENT OR PICK HOLE (TABLE "C")



This sanitary sewer overflow drawing was developed by Debbie Myers, Principal Engineering Technician, for Ed Euyen, Civil Engineer, P.E. No. 33955, California, of County Sanitation District 1.

² Velocity for the purposes of this formula is calculated by using the formula $h = v^2 / 2G$, where h is equal to the height of the overflow, v is equal to velocity, and G is equal to the acceleration of gravity.

Collection System Collaborative Benchmarking Group Best Practices for Sanitary Sewer Overflow (SSO) Prevention and Response Plan



City of San Diego
Metropolitan Wastewater Department

Reference Sheet for Estimating Sewer Spills from Overflowing Sewer Manholes *All estimates are calculated in gallons per minute (gpm)*

Wastewater Collection Division
(619) 654-4160

Flow Estimation Pictures



5 gpm



25 gpm



50 gpm



100 gpm



150 gpm



200 gpm



225 gpm



250 gpm



275 gpm

All photos were taken during a demonstration using metered water from a hydrant in cooperation with the City of San Diego's Water Department.

rev. 4/99

APPENDIX IV

Sewer System Management Plan Change Log

[illegible]



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.12

DATE: May 20, 2025

TO: City Council

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

SUBJECT: Agreement 32500508 with Southern California Edison for the Relocation and Addition of Electrical Infrastructure at the Water Resource Recovery Facility.

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute an agreement with Southern California Edison in the amount of \$711,443.62 for the relocation and addition of electrical infrastructure at the Oxnard Water Resource Recovery Facility as it relates to the Wastewater Reliability Project C2201.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement program budget, which was previously approved by the City Council.)

BACKGROUND

On June 7, 2022, the City of Oxnard awarded Agreement No. A-8463 to Kiewit Infrastructure West Co. (Kiewit) for the Oxnard Wastewater Treatment Plant Reliability Improvements Project (PW 20-27R), also referred to as Project C2201. The project scope at the Wastewater Facility includes:

- Construction of a new electrical building and related improvements
- Construction of new motor control center's
- Construction of a new maintenance storage building
- Reliability enhancements
- Site security upgrades
- Supervisory Control and Data Acquisition (SCADA) system improvements

As part of the overall effort, Southern California Edison (SCE) will relocate and add electrical infrastructure within the facility upon completion of the electrical building and improvements. This project is intended to replace aging infrastructure and better protect critical systems from natural hazards such as flooding and sea level rise.

Capital Improvement Program (CIP) Reference:

Project No. **C2201** - Wastewater OWTP: Reliability Improvements - CIP 2025-2029 - Adopted June 4, 2024 - Page 155.

DISCUSSION

Added Facilities Agreements (AFA) are utilized by SCE to accommodate customers with unique power demands, electrical loads, locations, voltage, or reliability needs. Under AFA #TD2124845, SCE will install specialized electrical infrastructure, including transformers, cables, risers, and other service components necessary to accommodate the Water Resource Recovery Facility improvements. The associated invoices detail two distinct scopes: a major installation effort totaling \$666,085.92 (Document #7590532795) and a smaller relocation effort valued at \$45,357.70 (Document

#7590532796). The relocation project specifically focuses on repositioning existing electrical infrastructure to align with the new electrical building, system layout, and safety requirements. SCE shall provide all labor, materials, and equipment necessary to complete this project and ensure continuity of service during and after construction.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost of this Agreement with Southern California Edison shall not exceed \$711,443.62 for the relocation and addition of electrical infrastructure at the Oxnard Water Resource Recovery Facility. There are sufficient budgeted funds available in this Project (C2201) in the Wastewater Capital Fund (612) funded from the Wastewater State Revolving Fund (617) to cover this project cost.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Southern California Edison Agreement 32500508

SOUTHERN CALIFORNIA EDISON COMPANY
ADDED FACILITIES AGREEMENT
APPLICANT FINANCED

City of Oxnard , Water Resource Recovery Facility

_____ ("Applicant") and Southern California Edison Company ("SCE"), referred to collectively as "Parties" and individually as "Party", agree, as an accommodation to the Applicant, that SCE shall install the electric facilities described in Exhibit A, and hereinafter referred to as "Added Facilities", the cost of which shall be borne by the Applicant and which will be located at the service address as shown in Exhibit A. Added Facilities are defined in SCE's Rule 2.H as those which are in addition to, or in substitution for the standard facilities SCE would normally install to provide electric service. The Parties agree as follows:

1. Applicant shall pay to SCE in advance of construction by SCE for the Applicant-Financed Added Facilities, the estimated Total Installed Cost of said Added Facilities, as set forth in Exhibit A. If applicable, said cost shall include the estimated Income Tax Component of Contributions (ITCC), pursuant to SCE's Preliminary Statement as filed with the California Public Utilities Commission ("Commission") and the one-time cost to rearrange existing facilities and/or to provide facilities normally installed by the Applicant.
2. In addition to the payment required under Paragraph 1, the Applicant shall also pay a charge based on the Added Facilities investment in Applicant-Financed Added Facilities, pursuant to SCE's Rule 2.H as filed with the Commission and as changed from time to time by the Commission. The charge for Applicant-Financed Added Facilities is based upon the Added Facilities investment and the replacement coverage option selected by the Applicant, as follows:

☒ (a) Replacement Coverage. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE, at SCE's sole option, either (SCE to select one):

☒ (1) A Monthly Charge based upon 0.39% times the Added Facilities investment as set forth in Exhibit A.
☐ (2) A One-Time Payment representing the present worth of the Monthly Charge (_____ per month) for the Added Facilities in perpetuity as set forth in Exhibit A.

☐ (b) Replacement Coverage with 20 year Term. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted for a term of 20 years whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE a Monthly Charge based upon _____ times the Added Facilities investment as set forth in Exhibit A. At the end of the 20 year term, this Agreement terminates in accordance with the provisions of Paragraph 16. If Applicant wants to continue being served from the Added Facilities, Applicant must sign a new Added Facilities Agreement without replacement coverage or with replacement coverage in perpetuity pursuant to the provision in Rule 2 Section H.2.f.(3).

☐ (c) Without Replacement Coverage. The Added Facilities investment amount used in determining the charge Applicant pays SCE shall be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(b) and . Under this option, Applicant shall pay SCE a Monthly Charge based on _____ times the Added Facilities investment as set forth in Exhibit A.
3. The costs and charges paid by Applicant pursuant to Paragraphs 1 and 2 will normally be based upon estimated costs. When the recorded book costs have been determined by SCE, the charges may be based upon such recorded costs and adjusted retroactively to the date when service was first rendered by means of such Added Facilities. Additional charges resulting from such adjustments will, unless other terms are mutually agreed upon, be payable within thirty (30) days from the date of presentation of a bill therefore. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Applicant.
4. When SCE elects to provide Added Facilities hereunder on a recorded book cost basis, SCE has the right to revise its estimated costs and bill Applicant using such revised estimated costs during the period preceding determination of the recorded book costs. SCE shall indicate such revisions on Exhibit A or a superseding Exhibit A and provide a copy to Applicant. SCE shall commence billing the charge paid by Applicant pursuant to Paragraph 2 above using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Applicant.

Agreement No. 32500508

5. The Monthly Charge to be paid by Applicant pursuant to Paragraph 2 above, as determined in Exhibit A, shall automatically increase or decrease without formal amendment to this Agreement if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in Rule 2.H, effective with the date of such authorization. Further, the revised costs of ownership shall also be used to determine the unamortized balance of the One-Time Payment due to termination of service, termination of this Agreement, or otherwise, as provided in Paragraph 16 (a).
6. Where it is necessary to install Added Facilities on Applicant's property, Applicant hereby grants to SCE (a) the right to make such installation on Applicant's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Applicant's property as determined by SCE in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities. Applicant shall provide rights-of-way or easements of sufficient space to provide legal clearance from all structures now or hereafter erected on Applicant's property for any facilities of SCE.
7. Where formal rights-of-way or easements are required in, on, under, or over Applicant's property or the property of others for the installation of the Added Facilities, SCE shall not be obligated to install the Added Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to SCE, are granted without cost to SCE. Upon termination of this Agreement in accordance with Paragraph 16, SCE will quitclaim all easements and rights of way in, on, under, and over Applicant's property which are, as determined by SCE in its sole discretion, no longer required by SCE due to the removal of its Added Facilities.
8. SCE shall not be responsible for any delay in completion of the installation of the Added Facilities resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of SCE. SCE shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond SCE's control.
9. Added Facilities provided hereunder shall at all times remain the property of SCE.
10. This Agreement supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.
11. If it becomes necessary for SCE to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with Paragraphs 13 and 16, or to pay to SCE additional charges consisting of:
 - (a) The cost to remove any portion of the Added Facilities which is no longer necessary because of alteration or rearrangement, such charge to be determined in the same manner as described in Paragraph 16; plus
 - (b) An additional payment, ITCC, and/or one-time cost, if any, for any new Added Facilities requested which shall be determined in the same manner as described in Paragraphs 1 and 2; plus
 - (c) A revised Paragraph 2 charge based on the total net additional installed cost of all new and remaining Added Facilities. Such revised charge shall be determined in the same manner as described in Paragraphs 1 and 2.
12.
 - (a) Whenever Added Facilities are replaced due to damage (caused by other than the Applicant's intentional or negligent conduct) or equipment failure and Applicant has selected replacement coverage pursuant to Paragraph 2 (a) or Paragraph 2 (b), such replacement will be at SCE's expense with no change in the Added Facilities investment amount.
 - (b) Whenever Added Facilities are replaced due to damage or equipment failure and Applicant has selected no replacement coverage pursuant to Paragraph 2, such replacement will be made by SCE at the Applicant's expense, including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. If such replacement results in a change in the Added Facilities investment, the Monthly Charge will be adjusted based on the revised added investment effective with the date the replaced Added Facilities are first available. Except that, where a replacement of Added Facilities is required for SCE's operating convenience or necessity or because of damage caused by the sole negligence or willful act of SCE, no increase will be made in the Added Facilities investment amount or the Monthly Charge.
 - (c) Whenever Added Facilities are replaced due to Applicant's increased load or damage caused by the Applicant's intentional or negligent conduct, such replacement will be made by SCE at the Applicant's expense including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. Additionally, the Applicant's Monthly Charge pursuant to Paragraph 2 will be adjusted based on the revised added investment resulting from such replacement and will be effective with the date the replaced Added Facilities are first available.

13. This Agreement shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by SCE for that portion of the Added Facilities not installed.
14. SCE has the right to charge Applicant under the terms and conditions of this Agreement commencing with the date SCE, in its sole opinion, is ready to serve or commencing with the ready to serve date requested by Applicant, whichever is later.
15. Construction of the Added Facilities shall not commence prior to receipt by SCE of appropriate rights of way and/or easements, and applicant's payment of all monies due as described in Paragraphs 1 and 2(a)(2).
16. Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this Agreement, or otherwise:
 - (a) Applicant shall pay to SCE on demand (in addition to all other monies to which SCE may be legally entitled by virtue of such termination) a facility termination charge defined as the removal cost, less the salvage value for the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of Added Facilities, 20 percent of the termination charge shall be subtracted from that charge each year until the total charge is zero.
 - (b) SCE shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities located on the Applicant's property.
 - (c) SCE may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities located off Applicant's property. Where all or any portion of the Added Facilities located off Applicant's property are retained in place and used by SCE to provide permanent service to other customers, the facility termination charge described in Paragraph 16(a) shall be reduced by the installed cost of the retained facilities.
17. Applicant may assign this Agreement only with SCE's written consent. Such consent will not unreasonably be withheld. Furthermore, such assignment shall be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Added Facilities.
18. This Agreement shall, at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
19. In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives/agents. This Agreement is effective as of the last date set forth below.

APPLICANT

SOUTHERN CALIFORNIA EDISON COMPANY

City of Oxnard

BY: _____

BY: _____

NAME: _____

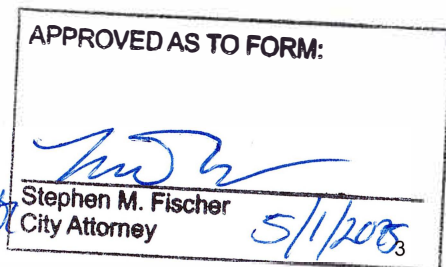
NAME: _____

TITLE: _____

TITLE: Engineering Manager

DATE SIGNED: _____

DATE SIGNED: _____



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

_____	_____
☐ Luis Mc Arthur, Mayor ²	Date
☐ Jennifer Yates, ³	
Purchasing Manager	

ATTEST:

_____	_____
Lourdes A. López, CITY Clerk	Date
(only if Mayor signs)	

APPROVED AS TO FORM:

_____	_____
Stephen M. Fischer, CITY	Date
Attorney (always required)	

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

City of Oxnard , Water Resource Recovery Facility

APPLICANT _____

SERVICE ADDRESS 6001 Perkins Road , Oxnard , CA 93033

APPLICANT REQUESTED READY TO SERVE DATE 09.01.2025

All Estimated Costs Shown in this Exhibit "A" (SCE to Select One):



are not binding estimates (final billing based on recorded costs), or



are binding estimates valid for Added Facilities completed on or before _____

DESCRIPTION OF ADDED FACILITIES:

Rearrangement of existing added facilities equipment located in flood zone included but not limited to the below:

- Qty2 bypass pad mounted gas switch P5711427(St#4) & P5711426(St#3)
- Qty2 16kv to 2.4kv 2500kva transformer P5746064(St#5) & P5746063(St#6)
- Qty2 500kva ground bank P5746065(St#9) & P5746066(St#8)
- Qty2 pad mounted switch PME11 P5746062(St#7) & P5464985(St#10)
- Qty2 pad mounted switch PME10 P5471328(St#11) & P5471329(St#12)
- various lengths/quantities 1/0 primary cable 3-1/c al clp
- various lengths/quantities 1000 primary cable 1-1/c al clp

Filter 16KV & Sludge 16KV circuits out of the Wastewater sub station

Original Estimated Demand n/a kVA

W.O. No(s) TD# 2124845 & TD# 1537484

DESCRIPTION OF ONE-TIME COSTS (Paragraph 1)

Removal of existing cable and equipment TD# 1537484 from existing AF agreement SA# 25-9295-51 signed in 2006 Applicant financed with 20 year replacement coverage

Remove PME11 P5464985 and various lengths of 1/0 & 750 primary cable

W.O. No(s) TD# 1537484

5

EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

SCE's Actual Ready to Serve Date _____

APPLICANT INITIALS & DATE _____
(Original Estimate Only)

ORIGINAL ESTIMATE
DATE 02.04.25

AMENDMENT
DATE _____

A) TOTAL INSTALLED ADDED FACILITIES COST
(Paragraph 1)

A) \$537,465

B) ITCC (Paragraph 1) (A X 24 %)

B) \$128,621

C) ONE-TIME PAYMENT OPTION OWNERSHIP
COST ONLY [Paragraph 2(a)(2)]

C) n/a

D) ONE TIME COSTS INCLUDING ITCC
(Paragraph 1)

D) n/a

E) TOTAL CUSTOMER ADVANCE (A + B + C + D)

E) \$666,086

F) MONTHLY ADDED FACILITIES CHARGE
(Paragraph 2) (A X .39 %)

F) \$ 2,096

AMENDMENT
DATE _____

FINAL RECORDED COSTS
DATE _____

A) TOTAL INSTALLED ADDED FACILITIES COST
(Paragraph 1)

B) ITCC (Paragraph 1) (A X _____ %)

C) ONE-TIME PAYMENT OPTION
OWNERSHIP ONLY [Paragraph 2(a)(2)]

D) ONE TIME COSTS INCLUDING ITCC
(Paragraph 1)

E) TOTAL CUSTOMER ADVANCE (A + B + C + D)

F) MONTHLY ADDED FACILITIES CHARGE
(Paragraph 2) (A X _____ %)



305 W 3RD ST 3
OXNARD CA 93030

Document #	7590532796
Invoice Term:	90 Days
Customer Name:	CITY OF OXNARD - WATER RESOURCE RECOVERY F
Customer Email:	michael.wolfe@oxnard.org
Invoice Date:	01/09/2024
SCE Contact:	Paul Vega
Telephone:	(805)-654-7480
Install - Billing Option:	
District Address:	10060 TELEGRAPH ROAD VENTURA CA 93004

Description		Amount
Service Request Number	2677341 Project Location: 6001 PERKINS RD OXNARD CA 93033	
Project Description	RELOCATING ADDED FACILITIES PROJECT Invoice # 531750	
Design #:	1142944 Design Description RELOCATING ADDED FACILITIES PROJECT	
Product #:	1537484 - RELOCATE FACILITIES	
LABOR: This amount represents the total SCE labor required to complete the work request. In most cases, this labor amount will consist of construction labor and any additional labor required for completing the work request. The construction labor amount will typically consist of installation and service labor required for the work request. The additional labor amount will typically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding, supervision, and switching. All applicable labor related overheads for items such as the design, engineering, and project management are also included in the total SCE labor amount.		\$45,462.83
MATERIAL: This amount represents the total SCE material required to complete the work request. In most cases, this material amount will consist of construction material and any additional material required for completing the work request. The construction material will typically consist of installation and service material such as transformers, cable, conductor, poles, meters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads are also included		\$0.00
OTHER: This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Added Facilities one time charges, contractor work, rights check, and permits.		\$0.00
TOTAL LABOR, MATERIAL, OTHER:		\$45,462.83
CREDITS: This amount represents the total SCE credits required to complete the work request. In most cases, this credit amount will consist of: Salvage Credit Depreciation Credit JPA Credit Overhead Equivalent Credit		\$(105.13)
TOTAL CREDITS:		\$(105.13)
NET CONSTRUCTION BILLING / RELOCATION ADVANCE:		\$45,357.70
TAX:	1. ITCC on Applicant Furnished Tax Base (Taxable Amount):	\$0.00
	Tax Rate:	0.00%
	Tax Amount:	\$0.00
	2. ITCC on Net Construction (Less Non Taxable Amount) Tax Base (Taxable Amount):	\$0.00
	Tax Rate:	0.00%
	Tax Amount:	\$0.00
TOTAL TAX:		\$0.00
DEPOSITS:		
Preliminary Design & Engineering Advance		\$0.00
Previous Payment		\$0.00
TOTAL DEPOSITS:		\$0.00
COMMENTS:		
* Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records. * ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER. * All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable. * Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope. * If a street light work order is associated with this project, contracts for that project will be enclosed.		
TOTAL PROJECT INVOICE AMOUNT:		\$ 45,357.70



305 W 3RD ST 3
OXNARD CA 93030

Document #	7590532795
Invoice Term:	90 Days
Customer Name:	CITY OF OXNARD - WATER RESOURCE RECOVERY F
Customer Email:	michael.wolfe@OXNARD.ORG
Invoice Date:	01/09/2024
SCE Contact:	Paul Vega
Telephone:	(805)-654-7480
Install - Billing Option:	
District Address:	10060 TELEGRAPH ROAD VENTURA CA 93004

Description		Amount
Service Request Number	3522779 Project Location: 6001 PERKINS RD OXNARD CA 93033	
Project Description	ADDED FACILITIES Invoice # 531775	
Design #:	1619794 Design Description ADDED FACILITIES	
Product #:	2124845 - ADDED FACILITIES	
LABOR: This amount represents the total SCE labor required to complete the work request. In most cases, this labor amount will consist of construction labor and any additional labor required for completing the work request. The construction labor amount will typically consist of installation and service labor required for the work request. The additional labor amount will typically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding, supervision, and switching. All applicable labor related overheads for items such as the design, engineering, and project management are also included in the total SCE labor amount.		\$152,289.73
MATERIAL: This amount represents the total SCE material required to complete the work request. In most cases, this material amount will consist of construction material and any additional material required for completing the work request. The construction material will typically consist of installation and service material such as transformers, cable, conductor, poles, meters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads are also included		\$369,059.00
OTHER: This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Added Facilities one time charges, contractor work, rights check, and permits.		\$16,117.00
TOTAL LABOR, MATERIAL, OTHER:		\$537,465.73
CREDITS: This amount represents the total SCE credits required to complete the work request. In most cases, this credit amount will consist of: Salvage Credit Depreciation Credit JPA Credit Overhead Equivalent Credit		\$0.00
TOTAL CREDITS:		\$0.00
NET CONSTRUCTION BILLING / RELOCATION ADVANCE:		\$537,465.73
TAX:	1. ITCC on Applicant Furnished	Tax Base (Taxable Amount): \$0.00
		Tax Rate: 24.00%
		Tax Amount: \$0.00
	2. ITCC on Net Construction (Less Non Taxable Amount)	Tax Base (Taxable Amount): \$535,917.49
		Tax Rate: 24.00%
		Tax Amount: \$128,620.20
TOTAL TAX:		\$128,620.19
DEPOSITS:		
Preliminary Design & Engineering Advance		\$0.00
Previous Payment		\$0.00
TOTAL DEPOSITS:		\$0.00
COMMENTS:		
* Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records.		
* ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER.		
* All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable.		
* Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope.		
* Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance		
TOTAL PROJECT INVOICE AMOUNT:		\$ 666,085.92



305 W 3RD ST 3
OXNARD CA 93030

Document #	7590532795
Invoice Term:	90 Days
Customer Name:	CITY OF OXNARD - WATER RESOURCE RECOVERY F
Customer Email:	michael.wolfe@OXNARD.ORG
Invoice Date:	01/09/2024
SCE Contact:	Paul Vega
Telephone:	(805)-654-7480
Install - Billing Option:	
District Address:	10060 TELEGRAPH ROAD VENTURA CA 93004

COMMENTS CONTINUED:

- * Call the Edison company at 1-800-655-4555 to make application for electrical service.
- * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.
- * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service.
- * By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion.
- * Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer.
- * To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage.
- * If relocation of existing utility infrastructure is pending, please adjust your work around the proposed relocation schedule as appropriate. If you have any questions, please contact the designated SCE representative assigned to your project.

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments:

JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335
SCE Contact: Paul Vega
Document #: 7590532795

***** Failure to properly identify your document number and SCE contact may
delay the application of funds and initiation of your project**

Special Instructions for overnight delivery methods:

Southern California Edison
Attn: Accounts Receivable
8631 Rush Street G-53
Rosemead, CA 91770

Please detach and return payment stub with payment

**Payment
Stub**

Please pay total amount now due:

\$666,085.92



Document # 7590532795

CITY OF OXNARD - WATEF

305 W 3RD ST 3
OXNARD CA 93030

Thank you for paying promptly
Make check payable to Southern California Edison

ATTN: Accounts Receivable
PO Box 800
Rosemead, CA 91771-001



305 W 3RD ST 3
OXNARD CA 93030

Document #	7590532796
Invoice Term:	90 Days
Customer Name:	CITY OF OXNARD - WATER RESOURCE RECOVERY F
Customer Email:	michael.wolfe@oxnard.org
Invoice Date:	01/09/2024
SCE Contact:	Paul Vega
Telephone:	(805)-654-7480
Install - Billing Option:	
District Address:	10060 TELEGRAPH ROAD VENTURA CA 93004

COMMENTS CONTINUED:

- * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance
- * Call the Edison company at 1-800-655-4555 to make application for electrical service.
- * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.
- * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service.
- * By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion.
- * Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer.
- * To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage.
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ADDITIONAL PAYMENT INSTRUCTIONS:

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JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335
SCE Contact: Paul Vega
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***** Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project**

Special Instructions for overnight delivery methods:

Southern California Edison
Attn: Accounts Receivable
8631 Rush Street G-53
Rosemead, CA 91770

Please detach and return payment stub with payment

Payment Stub

Please pay total amount now due:

\$45,357.70



Document # 7590532796

CITY OF OXNARD - WATEF

305 W 3RD ST 3
OXNARD CA 93030

Thank you for paying promptly
Make check payable to Southern California Edison

ATTN: Accounts Receivable
PO Box 800
Rosemead, CA 91771-001



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.13

DATE: May 20, 2025
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Closing Resolution for Wastewater Reliability Project C2201.

RECOMMENDATION

That the City Council adopt a “closing” Resolution for the State of California to execute the State Revolving Fund Loan Agreement with the City and issue the funds for the City’s wastewater projects that have been approved by the State Water Resources Control Board.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City’s Capital Improvement program budget, which was previously approved by the City Council.)

BACKGROUND

The State Water Resources Control Board (SWRCB) administers the Clean Water State Revolving Fund (SRF) program. The SRF program has a fixed amount of funds available each fiscal year and provides below-market rate financing to agencies on an annual basis for water quality projects, including the construction of wastewater treatment facilities. On May 22, 2018, City Council approved:

- Resolution 15,122 authorizing the City Manager to execute and file for a SRF Financial Assistance Application, to provide the assurances, certifications and commitments therefore, and to carry out the City’s responsibilities under the financing agreement;
- Resolution 15,123 designating the amount of project expenditures to be reimbursed by proceeds from the State Revolving Fund; and
- Resolution 15,124 dedicating and pledging revenues and funds for the repayment of the State Revolving Fund loan from the SWRCB.

In 2021, the City of Oxnard Wastewater Division received approval from the SWRCB for \$66,700,000 in project funding at an interest rate of 0.9 percent with the financing term up to 30 years. Repayment begins one year after completion of construction. SRF will finance a portion of the Reliability Improvements Program which includes the following projects:

- Wastewater Reliability Improvements Project
- Primary Clarifiers and Activated Sludge Tanks Improvements

On June 7, 2022, the City of Oxnard awarded Agreement No. A-8463 to Kiewit Infrastructure West Co. (Kiewit) for the Oxnard Wastewater Treatment Plant Reliability Improvements Project (PW 20-27R), also referred to as Project C2201. The project scope at the Wastewater Facility includes:

- Construction of a new electrical building and related improvements
- Construction of new motor control center’s

- Construction of a new maintenance storage building
- Reliability enhancements
- Site security upgrades
- Supervisory Control and Data Acquisition (SCADA) system improvements

On June 4, 2024, the City of Oxnard approved resolution 15,783 amending the amount of project expenditures to be reimbursed by proceeds from the Clean Water State Revolving Fund for the Wastewater Reliability Improvements Program from \$66,700,000 to \$88,601,724.

Capital Improvement Program (CIP) Reference:

Project No. **C2201** - Wastewater OWTP: Reliability Improvements - CIP 2025-2029 - Adopted June 4, 2024 - Page 155.

Project No. **C1814** - Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements - CIP 2025-2029 - Adopted June 4, 2024 - Page 154.

DISCUSSION

As of May 2025, the overall Wastewater Division Reliability Program (Program), which includes several CIP projects, is 50 percent complete, with anticipated final completion in December 2028. Due to increased estimated Program costs resulting from industry-wide inflation and construction costs, and the availability of additional low-interest SRF loan money, the Wastewater Division was given the opportunity to increase the total loan amount from \$66,700,000 to \$88,601,724. These favorable loan terms help minimize the financial impacts of projects on rate-payers by bundling project payments over the course of 30 years at a low-interest rate, which allows for current wastewater enterprise funds to be utilized for additional capital improvements to the aging facility. In order to finalize the SRF Loan agreement, the State requires the City to adopt a closing resolution that identifies and accepts the terms of the loan agreement.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

This action only involves the approval of a closing resolution that is required by the SWRCB loan increase process. There is no impact to the FY 2024-25 adopted or FY 2025-26 proposed budget at this time; future budgets will include the debt repayment - anticipated beginning FY 2028-29. The 30-year loan repayment at a 0.9 percent interest rate is expected to begin one year after the completion of the Program's projects (2029), and shall be budgeted and paid through Wastewater Bond Fund (617) service accounts and the corresponding Wastewater Capital Fund (612). Repayment is based upon actual Program expenditures and a not-to-exceed amount of \$88,601,724.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Timothy Beaman, Assistant Public Works Director, Michelle McCarron, Assistant City Attorney

ATTACHMENTS

1. 2025 - Closing Resolution - SRFL_WasteWater
2. Resolution 15,122
3. Resolution 15,123
4. Resolution 15,124
5. Resolution 15,783

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACCEPTING AND AGREEING TO TERMS AND CONDITIONS OF THE STATE REVOLVING FUND AGREEMENT SUMMARY WITH THE STATE OF CALIFORNIA FOR CITY WASTEWATER PROJECTS AS APPROVED BY THE STATE WATER RESOURCE CONTROL BOARD.

WHEREAS, the City Council passed and adopted Resolution No. 15,122 authorizing the city manager to file for and execute a State Revolving Fund Financial Assistance Application and to carry out the City's responsibilities under the associated financing agreement; and

WHEREAS, the City Council passed and adopted Resolution No. 15,123 designating the amount of project expenditures to be reimbursed by proceeds from the State Revolving Fund for a maximum principal amount of Project Funds of \$66,700,000.; and

WHEREAS, the City Council passed and adopted Resolution No. 15,124 dedicating and pledging wastewater enterprise fund net revenues for the repayment of a State Revolving Fund loan; and

WHEREAS, the City Council passed and adopted Resolution No. 15,783 designating a supplemental amount of \$21,901,724 for project expenditures to be reimbursed by proceeds from the State Revolving Fund for an additional maximum principal amount of Project Funds of \$88,601,724.; and

WHEREAS, the State Water Resource Control Board requires the City to adopt a closing resolution to finalize the terms, conditions and responsibilities of the City and execute the Agreement Summary for the State Revolving Fund Loan.

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

SECTION 1: The recitals are true and correct and are incorporated by this reference as though fully set forth herein.

SECTION 2: The City hereby restates the obligations set forth in Resolution Nos. 15,122; 15,123; 15,124; and 15,783; (attached as Exhibit A), as well as the City's intentions to use State Revolving Fund (SRF) proceeds to reimburse expenditures paid prior to the issuance of the loan or the approval of the State Water Resource Control Board (SWRCB) of the Project Funds.

SECTION 3: The City and the State of California have entered into a Construction Installment Sale Agreement paid for with proceeds from the State Revolving Fund for the City of Oxnard Treatment Plan Rehabilitation Projects, Project No-C-06-8433-110.

SECTION 4: The expected maximum principal amount of the Project Funds from SWRCB is \$88,601,724.

SECTION 5: The true interest cost of the SRF Loan is reported in the loan agreement in Exhibit E and includes a payment schedule. The interest rate is (0.900%). The loan amount is \$88,601,724, and the overall projected cost of the loan will be approximately \$101,496,272.73, which includes approximately \$12,894,548.73 in interest. The annual loan repayment amount is projected to be approximately \$3,383,209 over the 30-year repayment term.

SECTION 6: The City Manager or designee is hereby authorized and directed to sign and execute, on behalf of the City, the SRF Loan No. SWRCB0000000000D2001041, which is a financing agreement from the SWRCB for the planning, design, and construction of the Project No-C-06-8433-110, and any amendments or changes thereto; and to represent the City in carrying out the City's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

SECTION 7: Each City expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 8: This Resolution is adopted as a continuing official intent of the City to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 9: If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect the other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provision 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.

SECTION 10: This Resolution shall be effective immediately upon adoption.

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Resolution No. _____

Accepting and Agreeing on Terms and Conditions of the State Revolving Fund Agreement

Page 3

SECTION 11: The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record of this Resolution.

PASSED AND ADOPTED THIS _____ day of _____, 20 , by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Resolution No. _____

Accepting and Agreeing on Terms and Conditions of the State Revolving Fund Agreement

Page 4

EXHIBIT A

Resolution Nos. 15,122; 15,123; 15,124; and 15,783.

RESOLUTION NO. 15,122

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE
FOR A STATE REVOLVING FUND FINANCIAL ASSISTANCE
APPLICATION, TO PROVIDE THE ASSURANCES, CERTIFICATIONS
AND COMMITMENTS THEREFOR, AND TO CARRY OUT THE CITY'S
RESPONSIBILITIES UNDER THE FINANCING AGREEMENT**

WHEREAS, the City of Oxnard ("City") desires to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, years three through five, of the Capital Improvement Program of the Wastewater Division of the Public Works Department ("Project").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that:

1. The City Manager or her or his designee is hereby authorized and directed to sign and file, for and on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board ("SWRCB") for the planning, design, and construction of the Project.
2. The City Manager or her or his designee is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the SWRCB and any amendments or changes thereto.
3. The City Manager or her or his designee is designated to represent the City in carrying out the City's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

PASSED AND ADOPTED this 22nd day of May, 2018, by the following vote:

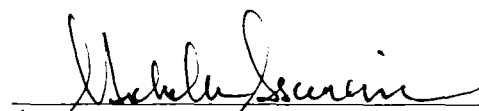
AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSENT: None.


Tim Flynn, Mayor

ATTEST:


Michelle Ascencion, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

RESOLUTION NO. 15,123

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
DESIGNATING THE AMOUNT OF PROJECT EXPENDITURES TO BE
REIMBURSED BY PROCEEDS FROM THE STATE REVOLVING FUND**

WHEREAS, the City of Oxnard ("City") desires to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, years three through five, of the Capital Improvement Program of the Wastewater Division of the Public Works Department ("Project");

WHEREAS, the City intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board ("SWRCB");

WHEREAS, the SWRCB may fund the Project Funds with proceeds from the sale of obligations, the interest upon which is excluded from gross income for federal income tax purposes ("Obligations");

WHEREAS, prior to either the issuance of the Obligations or the approval by the SWRCB of the Project Funds, the City desires to incur certain capital expenditures ("Expenditures") with respect to the Project from available moneys of the City; and

WHEREAS, the City has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations.

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

SECTION 1. The City hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the SWRCB of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$66,700,000.

SECTION 3. This Resolution is being adopted no later than sixty (60) days after the date on which the City will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each City expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of its knowledge, the City is not aware of the previous adoption of official intents by the City that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This Resolution is adopted as official intent of the City in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and the City so finds, determines and represents.

PASSED AND ADOPTED this 22nd day of May, 2018, by the following vote:

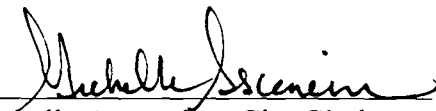
AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

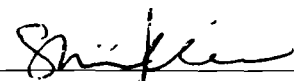
ABSENT: None.

 5/22/18
Tim Flynn, Mayor

ATTEST:


Michelle Ascencion, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

RESOLUTION NO. 15,124

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD DEDICATING AND PLEDGING WASTEWATER
TREATMENT ENTERPRISE FUND NET REVENUES FOR
THE REPAYMENT OF A STATE REVOLVING FUND LOAN**

WHEREAS, the City of Oxnard ("City") desires to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, years three through five, of the Capital Improvement Program of the Wastewater Division of the Public Works Department ("Project").

THEREFORE BE IT RESOLVED, the City hereby dedicates and pledges net revenues of its Wastewater Treatment Enterprise Fund to payment of any and all Clean Water State Revolving Fund and/or Water Recycling Funding Program financing for the City Wastewater Treatment Plant rehabilitation projects, Project _____. The City commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the City has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board ("SWRCB"). So long as the financing agreement(s) are outstanding, the City's pledge hereunder shall constitute a lien in favor of the SWRCB on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the City commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet the City's obligations under the financing agreement(s).

PASSED AND ADOPTED this 22nd day of _____ May _____, 2018, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSENT: None.



Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:



Michelle Ascercion, City Clerk



Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,783

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD DESIGNATING THE AMOUNT OF PROJECT
EXPENDITURES TO BE REIMBURSED BY PROCEEDS FROM
THE STATE REVOLVING FUND**

WHEREAS, the City Council of the City of Oxnard ("City") desired to finance the costs of planning, design, and/or construction of certain public facilities and improvements to its wastewater system, including the repair and rehabilitation work necessary for the health, safety, and minimum redundancy requirements of the Oxnard Wastewater Treatment Plant rehabilitation projects, identified in the 2017 Public Works Integrated Master Plan ("Project") and adopted Resolution 15, 123 in furtherance of this goal on May 22, 2018;

WHEREAS, the City intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board ("SWRCB") and the passage of Resolution 15, 123 was required to finance the Project;

WHEREAS, the SWRCB may fund the Project Funds with proceeds from the sale of obligations, the interest upon which is excluded from gross income for federal income tax purposes ("Obligations");

WHEREAS, prior to either the issuance of the Obligations or the approval by the SWRCB of the Project Funds, the City desires to incur certain capital expenditures ("Expenditures") with respect to the Project from available moneys of the City;

WHEREAS, the City has determined that those moneys to be advanced on and after the date of the adoption of Resolution 15,123 to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations; and

WHEREAS, the City adopted Resolution No. 15,123 on May 22, 2018, to accept \$66,700,000 in Project Funds from the SWRCB.

WHEREAS, the City is required to adopt a supplemental Resolution to accept additional Project Funds from the SWRCB to continue the Project.

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

SECTION 1: The recitals are true and correct and are incorporated herein by this reference as though fully set forth.

Resolution No. 15,783

Amount of Project Expenditures to be Reimbursed by Proceeds from the State Revolving Fund
Page 2

SECTION 2: The City hereby restates its intention and expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the SWRCB of the Project Funds and in accordance with City Resolution 15,123, attached as Exhibit A and incorporated herein by this reference.

SECTION 3: The expected maximum principal amount of the Project Funds from SWRCB as established in Resolution No. 15,123 is increased hereby from \$66,700,000 to \$88,601,724.

SECTION 4: Resolution 15,123 became effective after adoption sixty (60) days after the date on which the City expended moneys for the construction portion of the Project costs to be reimbursed with Project Funds, which occurred on October 24, 2022.

SECTION 5: Each City expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 7: This Resolution is adopted as a continuing official intent of the City to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 8: If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect the other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provision 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.

SECTION 9: This Resolution shall be effective immediately upon adoption.

SECTION 10: The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

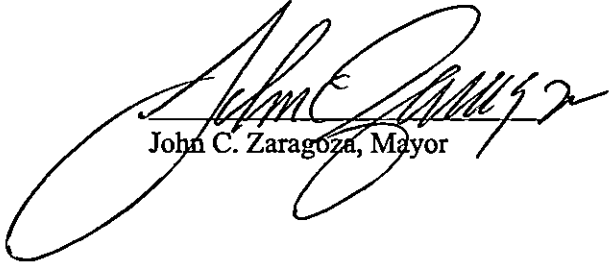
PASSED, APPROVED AND ADOPTED THIS 4th day of June, 2024, by the following vote:

AYES: Councilmembers Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela
and Zaragoza

NOES: None.

ABSTAIN: None.

ABSENT: None.



John C. Zaragoza, Mayor

Resolution No. 15,783

Amount of Project Expenditures to be Reimbursed by Proceeds from the State Revolving Fund

Page 3

ATTEST:

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "R. Chaparro", written over a horizontal line.

Rose Chaparro, City Clerk

A handwritten signature in blue ink, appearing to read "S. Fischer", written over a horizontal line.

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.1

DATE: May 20, 2025

TO: City Council

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

SUBJECT: Mid-Cycle Update to the Five-Year Capital Improvement Program for Fiscal Years 2025-2029. (20 minutes)

RECOMMENDATION

That the City Council:

1. Hold a public hearing to approve and adopt updates to the 2025-2029 City of Oxnard Five-Year Capital Improvement Program;
2. Approve project budget appropriations of \$2,310,599 in Fiscal Year 2024-25 consisting of \$250,000 from the Circulation System Improvement Fee Fund (Fund 350, Subfund 8040) available fund balance for the Five Points Intersection Improvements Project C2208, \$1,050,000 from the Facilities Maintenance Internal Fees Fund (Fund 735) available fund balance for the Elevator Modernization Project C2602, \$7,415 from the Tax Allocation Bond (TAB) Fund (Southwinds Project Area, Fund 315) available fund balance for the Southwinds Bench and Trash Enclosures (C2330) and \$1,003,184 from the Tax Allocation Bond (TAB) Fund (Ormond Project Area, Fund 315) available fund balance for the Arterial Street Resurfacing Project C2205, as well as the corresponding Capital Outlay Fund (Fund 301) appropriation increase in the same amounts as noted in the financial impact section;
3. Approve a project budget appropriation transfer of \$201,375 from existing Cultural and Community Services General Fund (Fund 101) operating budget to the Elevator Modernization Project C2602, as well as the corresponding Capital Outlay Fund (Fund 301) appropriation in the same amount as noted in the financial impact section;
4. Authorize the Public Works Director, or designee, to submit a budget modification request for an additional \$4,488,171.50 in grant funds from the California Governor's Office of Emergency Services (Cal OES) and, if awarded, approve necessary budget appropriations for use in the Central Trunk Sewer Pipe Replacement Project (C2029);
5. Approve an interfund transfer reimbursement of \$341,960.14 from TAB Fund (Ormond Project Area Fund 315) to Road Maintenance and Rehabilitation Account (RMRA) Fund (Fund 185) for Fiscal Year 2023-24 street repairs related to the Hueneme Road Resurfacing Project C2205 and any necessary budget appropriations for the transfer;
6. Approve project budget unappropriations from various funds and subfunds as noted in the financial impact section; and
7. Approve the updates to the Fiscal Year 2025-26 Capital Improvement Program (CIP).

(Public Works and Transportation Committee approved 3-0 on April 22, 2025 to forward to Council for further discussion. See additional info below.)

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

BACKGROUND

On June 4, 2024, the City Council approved a two-year CIP budget by adopting the 2025-2029 City of Oxnard Five-Year Capital Improvement Program. The purpose of a CIP is to identify and provide a project funding and timeline overview of the City's capital (major) construction and repair needs over a five-year horizon.

The purpose for having a two-year CIP budget adoption cycle is that it allows for better project planning and more efficient use of staff time, since capital projects are not normally planned, designed, bid, and constructed within a single fiscal year. With a two-year CIP, it is common to do a mid-cycle review, generally between the first and second years of the cycle, to account for new capital needs, shifting of project priorities, and the addition or removal of programmed funds. Also, as noted in the June 4, 2024 staff report for the approval of the five-year CIP, Quimby-funded projects are scoped and programmed separately as part of meetings with neighborhood councils. To date, several of these have been completed and the resulting projects are recommended to be added to the City's capital program.

The CIP currently has approximately 127 funded projects programmed over five years, with a total combined value of approximately \$1.1B. Since the adoption of the 2025-2029 CIP, staff has received requests for updates to existing projects, and the addition of new projects; these are summarized in the discussion section.

DISCUSSION

Since the Public Works Transportation Committee meeting on April 22, 2025, changes were made to the staff report; these are summarized here (all changes are in italics):

To be consistent with the draft Citywide Fiscal Year 2025-26 operating budget proposal:

1. Remove previously allocated funding from the "WIFI in the Parks" CIP project and move this project to the Unfunded Projects list. This project may be revisited in future CIP cycles to reassess its priority based on need, funding, and availability of resources.

2. Funding in Fiscal Year 2025-26 is to be deferred to Fiscal Year 2026-27 for:

- Roof Replacement - Various Facilities*
- Bridge Maintenance Citywide*
- Pedestrian Safety Enhancements - Various Locations*
- Ormond Beach Access*

3. Change Fiscal Year 2025-26 funding for the Oxnard Transit Center Improvements project and the John C. Zaragoza Oxnard Transit Center Signage to Measure O instead of the General Fund.

4. For Fiscal Year 2024-25, replace \$1M of General Fund in the Arterial Street Resurfacing Project (C2205) with \$1M of available TAB funding.

Tax Allocation Bond (TAB) Ormond and Southwinds Project Area Projects

To ensure TAB funds do not expire before being spent, the following change is recommended. As noted in the attached January 3, 2023, Agenda Report, there were five CIP projects allocated in the Ormond Project Area. To date, only three remain with allocated funding: The Advanced Water Purification Facility/Perkins Rd Fiber Expansion Project (C2127), the Ormond Beach Bike/Pedestrian Perkins Project (C2004) and the Ormond Industrial Area Fiber Expansion Project (C2126). These three projects are all inactive and allocated funds can be unappropriated to be used towards another project with TAB funding, Arterial Street Resurfacing Project (C2005).

The Hueneme Road Resurfacing Project, which is part of the Arterial Street Resurfacing Project, has been recently completed with expenses in FY 2023-24 and FY 2024-25. The entire project area falls within the Ormond Project Area and is eligible for the use of remaining bond proceeds from the TAB proceeds in Fund 315. Therefore, staff is proposing to appropriate the remaining TAB Ormond Project Area funds—totaling \$1,003,184—to the Arterial Street Resurfacing Project (C2005), to cover costs associated with the recently completed project. Of this amount, \$341,960.14 will be used

to reimburse expenses from FY 2023–24, which requires Council approval as an interfund transfer. The remaining \$661,223.86 will be applied to this fiscal year’s expenses.

In the Southwinds Project Area, there remains only one active project, Southwinds Bench and Trash Enclosures (C2330), which currently has a \$21,239 budget allocation. Staff is requesting to appropriate the remaining \$7,415 of TAB funds in the Southwinds project area to be added to this project to purchase trash enclosures at the Southwinds Park. After this added appropriation, a total of \$28,654 will be available.

Central Trunk Sewer Pipe Replacement Project

On June 18, 2019, the Council authorized a grant application that included the Central Trunk Sewer Pipe Replacement Project (C2029). As of April 15, 2025, CalOES has notified the City of available additional grant funding for \$4,488,171.50, bringing the total grant budget amount to \$6,456,620.75, which yields a new local share match amount of \$2,152,206.92. There are sufficient matching funds for these additional grant funds from the Wastewater Operating Fund (611) with \$2.5M budgeted in FY 2024-25 in the City Council-approved CIP budget. As such, staff is requesting Council approve the budget modification request to authorize the additional grant funding.

The following are the proposed updates to the Adopted 2025-2029 CIP:

Table 1. Updates to Existing Projects

#	CIP Title	CIP Page Number	Proposed Changes	Reasoning for Change
1	Certified Unified Program Agencies (CUPA) Improvements at River Ridge Golf Course	43	Project Funding: Remove \$226,581 of appropriated funding from FY 24-25 Golf Operations Fund	This project will be performed by the operator of the Golf Enterprise as provided in the Golf Management Agreement
2	Oxnard Aquatic Center	47	Correcting Funding Source to Future Bond Fund	Administrative correction for name of funding source
3	Oxnard Fire Stations No. 2, 3, 5	48	Correcting Funding Source to Future Bond Fund	Administrative correction for name of funding source
4	Oxnard Performing Arts Center Seismic Study	49	Project Modification: Title update to Oxnard Performing Arts Center Seismic Study/Improvements Project Funding: Add funding \$22,000,000 total over FY 26-27, FY 27-28 & FY 28-29 from Measure O.	Update Project title and scope to incorporate recommended improvements that are anticipated from a seismic evaluation that is currently being finalized
5	Oxnard Transit Center Improvements	51	Modify Funding: Add \$2,000,000 to FY 25-26 from Measure O Fund	Update name of project to “John C. Zaragoza Oxnard Transit Center Improvements”; Additional funding needed to complete project for compliance with the US Attorney Office’s settlement agreement for Americans with Disabilities Act (ADA) improvements
6	Roof Replacement - Various Locations	56	Modify Timeline Funding:	Alignment with proposed FY 25-26 Operating Budget

			<i>Move a total of \$500,000 from FY 25-26 into FY 26-27 within the General Fund</i>	
7	Senior Center at 5th and Patterson	57	Correcting Funding Source to Future Bond Fund	<i>Administrative correction for name of funding source</i>
8	WiFi in the Parks	65	Modify Funding: <i>Remove a total of \$600,000 allocated from FY 23-24 Carryover General Fund</i>	<i>Alignment with proposed FY 25-26 Operating Budget</i>
9	Ormond Beach Access	78	Modify Timeline Funding: <i>Move a total of \$1,000,000 from FY 25-26 into FY 26-27 within the General Fund</i>	<i>Alignment with proposed FY 25-26 Operating Budget</i>
10	Pfeiler Pocket Park Play Structure Replacement	80	Modify Timeline Funding: Move a total \$155,000.00 from currently allocated to the project to FY 26-27 within the Maintenance Assessment District Landscape Maintenance District (LMD)/ Community Facilities District (CFD) Fund	Alignment with Community feedback and requests for playground assessments
11	Riverpark Playground Structures Replacement - Children's Park and Crescent Park	84	Modify Timeline Funding: Move a total of \$500,000 from FY 26-27, FY 27-28 into FY 28-29 within the Maintenance Assessment District LMD/CFD Fund	Alignment with community feedback and requests for playground assessments
12	Riverpark Playground Structures Replacement - Windrow Park	85	Modify Timeline Funding: Move a total of \$300,000 from FY 26-27, FY 27-28 into FY 28-29 within the Maintenance Assessment District LMD/CFD Fund	Alignment with community feedback and requests for playground assessments
13	Riverpark Playgrounds Structure Replacement - Vineyard Park and East Park	86	Modify Timeline Funding: Move a total of \$600,000 from FY 25-26, FY 26-27 into FY 28-29 within the Maintenance Assessment District LMD/CFD Fund	Alignment with community feedback and requests for playground assessments
14	Seabridge Playground Structures Replacement	87	Modify Timeline Funding: Move a total of \$550,000 from FY 25-26, FY 26-27, and FY 27-28 into FY 28-29 within the Maintenance Assessment District LMD/CFD Fund	Alignment with community feedback and requests for playground assessments
15	Accessible Pedestrian Enhancements	98	Modify Funding: Add \$298,449 to FY 25-26 Federal Congestion Mitigation	Additional grant funding received in anticipation of higher cost due to the bidding environment.

			and Air Quality (CMAQ) and \$500,000 to FY 25-26 from Carbon Reduction Program (CRP) and State Transportation Development Act (TDA) Funds	
16	Arterial Street Resurfacing	100	Modify Funding: Add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Water Operating Fund, add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Wastewater Operating Fund and add a total of \$1,003,184 to FY 24-25 from TAB HERO/SW/Ormond Fund Remove a total of \$1,000,000 from FY 25-26 General Fund; Correcting Funding Source to Future Bond Fund	Appropriations from the Water and Wastewater fund are being requested to cover the costs associated with relocating their respective utility service infrastructure, including water valve covers and sewer maintenance hole covers; <i>use TAB funding in target area prior to any expiration of funds</i>
17	Bard Road Corridor Bicycle & Pedestrian Improvements	101	Modify Funding: Add \$77,570 to FY 25-26 from Development Impact Fees (DIF) Remove \$666,720 from Highway Safety Improvement Program (HSIP) Grant	Additional funding required to meet grant match requirements. Removing Grant funds that were not received by the City
18	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements	103	Modify Funding: Remove a total of \$1,500,000 from FY 25-26 and FY 26-27 from DIF Add \$1,500,000 to FY 26-27 from the General Fund	Correcting funding source for project; area is not part of the current Master Plan of Drainage (MPD) and therefore not eligible for DIF; MPD update in progress and project funds being moved to FY 26-27 to allow for MPD update to take place
19	Bridge Maintenance Citywide	104	Modify Timeline Funding: Move a total of \$750,000 from FY 25-26 into FY 26-27 within the General Fund	<i>Alignment with proposed FY 25-26 operating budget</i>
20	Citywide Alleyway Resurfacing	106	Modify Funding: Add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Water Operating Fund and add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Wastewater Operating Fund; Correcting Funding Source to Future Bond Fund	Appropriations from the Water and Wastewater fund are being requested to cover the costs associated with relocating their respective utility service infrastructure, including water valve covers and sewer maintenance hole covers
21	Citywide Intersection Improvements	107	Modify Funding: Add \$4,200,000 to FY 25-26 from DIF	Additional funding required due to increase in the construction cost

				estimate due to the bidding environment.
22	Five Points Intersection Modernization	111	Merge with Five Points Intersection Traffic Signal Rehabilitation Project on page 112	Duplicate scope at the same location as Five Points Intersection Traffic Signal Rehabilitation.
23	Five Points Intersection Traffic Signal Rehabilitation	112	Project Modification: Title update to Five Points Intersection Improvements Change Project Funding due to merging of projects: Add \$250,000 to FY 24- 25 from DIF	Update project name to Five Points Intersection Improvements Reallocating funds approved for Five Points Intersection Modernization project that was previously approved by Council into merged project
24	Neighborhood Street Resurfacing	114	Modify Funding: Add \$769,637 to FY 25-26 State Transportation Congestion Relief Fund (TCRF). Add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Water Operating Fund and add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Wastewater Operating Fund; <i>Correcting Funding Source to Future Bond Fund</i>	Appropriations from TCRF. Appropriations from the Water and Wastewater funds are being requested to cover the costs associated with relocating their respective utility service infrastructure, including water valve covers and sewer maintenance hole covers
25	<i>Pedestrian Safety Enhancements - Various Locations</i>	116	Modify Timeline Funding: <i>Move a total of \$500,000 from FY 25-26 into FY 26-27 within the General Fund</i>	<i>Alignment with proposed FY 25-26 operating budget</i>
26	Ramona Preschool Pedestrian Crossing Enhancements	118	Correcting Funding Source to State HSIP Grant	Administrative correction for name of funding source
27	Ventura Road Corridor Bicycle & Pedestrian Improvements	128	Modify Funding: Add \$581,500 to FY 25-26 from State HSIP Grant and \$82,110 to FY 25-26 from DIF	Additional grant funding received in anticipation of higher cost due to the bidding environment. Additional DIF funding to meet grant match requirements.
28	Wastewater Collection: Lift Station Improvements	145	Modify Funding: Remove a total of \$8,200,000 from FY 24-25, FY 25-26 and FY 26-27 Wastewater Operating Fund	Overallocation of project costs through project completion due to error
29	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	147	Modify Funding: Add \$1,000,000 to FY 25-26 Wastewater Operating Fund Remove \$1,600,000 from FY 26-27 Wastewater Operating Fund	Reducing funding due to updated engineers estimate; Moving funding to earlier FY because project is ahead of original schedule

30	Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage	152	Modify Funding: Add \$12,650,000 to FY 25-26 Wastewater Connection Fee Fund Remove \$3,500,000 from FY 25-26 Wastewater Operating Fund	Increasing funding due to modified scope of work (rehab to reconstruction) and updated construction estimate
31	Wastewater OWTP: Outfall Repair	153	Modify Funding: Remove \$2,000,000 from FY 25-26 Wastewater Operating Fund	Conceptual design report for repairs requires staff to reevaluate the scope of work and future funding.
32	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	154	Modify Funding: Add \$20,174,145 to FY 25-26 from Wastewater Operating Fund Remove \$26,450,000 total from FY 24-25, FY 25-26 and FY 26-27 Wastewater Bond-SRF	Reducing SRF funding and supplementing with Operating funds to align with current SRF award amount
33	Wastewater OWTP: Reliability Improvements	155	Modify Funding: Remove \$11,038,053 from Wastewater Bond-SRF Fund	Reducing SRF funding that is not needed on project due to grants that were previously received
34	Wastewater OWTP: Secondary Sedimentation Tank Mechanical Equipment Replacement	156	Modify Funding: Add \$8,600,000 total to FY 25-26, FY 26-27 and FY 27-28 from Wastewater Operating Fund	Increase in funding through FY 27-28 for a phased approach
35	Water Distribution: Hobson Park East Neighborhood Cast Iron Pipe Replacement	160	Modify Timeline Funding: Move a total \$5,700,000 from currently allocated to the project to FY 25-26 within the Water Operating Fund to FY 27-28	Updated Engineer's Estimate, construction delayed until funding can be secured.
36	Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	161	Modify Timeline Funding: Move a total \$13,300,000 from currently allocated to the project to FY 25-26 within the Water Operating Fund to FY 27-28	Construction delayed until funding can be secured.
37	Water Distribution: Oxnard Conduit Replacement Project	162	Correcting Funding: Remove \$250,000 from FY 25-26 Water Operating Fund	Funding not needed to support the completion of design.
38	<i>Water Production: Groundwater Desalter Improvement Project</i>	165	Modify Timeline Funding: <i>Move a total of \$7,000,000 from FY 25-26 to FY 26-27 Water Operating Fund</i>	<i>Project delayed until funding can be secured.</i>
39	Water Production: WELL 20	168	Modify Funding: Add \$1,500,000 to FY 25-26 from Water Operating Fund	Updated Engineer's Estimate for construction in FY 25-26
40	Wilson Senior Center Tenant Improvement	190	Project Description: Remodel will provide an improvement to senior services and ADA improvements	Adding funds previously identified through Measure O oversight Board to Project to support ADA upgrades

			Project Funding: \$1,000,000 from the Measure O Fund in FY 25-26	and tenant improvements at Wilson Senior Center
41	City Fleet Electric Vehicle (EV) Charging Stations	192	Project Description: Construct Electric Vehicle (EV) charging stations at various locations throughout the City to support the City's expansion of its EV fleet Add Funding: Add \$1,200,000 total to FY 25-26, FY 26-27 and FY 27-28 from General Fund	Planning, design, and construction for EV charging stations to meet regulations for Zero Emissions Vehicles for City Fleet per California Executive Order N-79-20

Table 2. New Projects With Identified Funding

#	CIP Title	Page Number	Proposed Additions
1	John C. Zaragoza Oxnard Transit Center Signage	TBD	Project Description: Updating signage on the Oxnard Transit Center to reflect the name change of "John C. Zaragoza Oxnard Transit Center" as approved by City Council in December 2024 Project Funding*: \$200,000 from <i>Measure O Fund</i>
2	Advanced Alley Maintenance Program	TBD	Project Description: Apply asphalt repair and cape seal surfacing techniques (or similar) to treat alleyways with advanced deterioration. This project will bridge the existing gap between simple temporary alley maintenance (e.g. pothole repair) and full reconstruction. Approximately 10 centerline miles; locations determined based upon prioritization in Citywide Pavement Management Program Project Funding*: \$2,000,000 from Measure O Fund
3	Elevator Modernization - Various City Locations	TBD	Project Description: Several City elevators have exceeded their expected lifespan or require corrective maintenance beyond routine. Anticipated locations include: Civic Annex (300 West Third St.), Main Library East (251 S A St.), and Police Department (251 S. C St.). Project Funding*: \$1,050,000 from Facilities Internal Service Fee Fund (ISF) and \$201,375 in FY 24-25 from General Fund (Cultural and Community Services Operations)
4	Citywide HVAC Updates	TBD	Project Description: Several air handling systems across the City are beyond their useful life and/or require replacement to meet Environmental Protection Agency Rule 608 of the Clean Care Act and the 2006 California Global Warming Solutions Act, AB 32 refrigerant standards. Current priority locations: the South Oxnard Center; Police Department buildings at 251 C Street and 3001 Sturgis Rd.

			Project Funding*: \$1,100,000 in FY 25-26 from Facilities Internal Service Fee Fund (ISF)
5	Citywide Lighting Controls Updates	TBD	Project Description: Emergency lighting controls are outdated and do not work properly. This will address concerns for several City Buildings. Including: Main Library, South Oxnard Center, South Oxnard Branch Library, Service Center Project Funding*: \$100,000 in FY 25-26 from Facilities Internal Service Fee Fund (ISF)
6	Carriage Square/Eastwood Park	TBD	Project Description: May include as funding allows: Shade structures over picnic areas, rubberized walking path around perimeter of park, landscape improvements Project Funding*: \$424,000 in FY 25-26 from Quimby Fund
7	Hobson/Community Center Park East	TBD	Project Description: May include as funding allows: lighting, rubberized walking track, and landscape improvements. Project Funding*: \$454,000 in FY 25-26 from Quimby Fund
8	Five Points Park	TBD	Project Description: Develop and build a park design for the 2 vacant lots based on community input. Project Funding*: \$1,300,000 in FY 25-26 from Quimby Fund

*Subject to the approval of the FY 25-26 budget by the City Council

Table 3. New Projects (Unfunded)

#	CIP Title	Page Number	Proposed Additions
1	Citywide Streetlight Repair	TBD	Project Description: This project involves the repair and replacement of City-owned street lights. Locations include, but are not limited to: Corridors: A Street between 3rd and 7th Street; Harbor Boulevard from San Clemente Avenue to Channel View Park; Oxnard Boulevard center medians between 3rd and 9th Street; Oxnard Shores beach paths. Bridges: Channel Islands Boulevard; Oxnard Boulevard, Rice Avenue, and Rose Avenue over US 101; Pleasant Valley Road over Rice Avenue; 3rd Street over UPRR. Parking lots: 520 S. Oxnard Boulevard; 615 S. Oxnard Boulevard; 644 S. Oxnard Boulevard. Rough Order of Magnitude Cost: \$12,000,000 Project Funding: Unidentified

2	Campus Park Perimeter Improvements	TBD	Project Description: Off-site improvements around the Campus Park vicinity such as street asphalt repairs, pavement markings and striping, sidewalk and ADA curb ramp work, and traffic signal modifications. Rough Order of Magnitude Cost: \$2,000,000 Project Funding: Unidentified
3	Bard Road Additional Street Lights Saviers to Rose	TBD	Project Description: Add additional street lighting to supplement existing SCE-owned lighting. Rough Order of Magnitude Cost: \$750,000 Project Funding: Unidentified

Table 4. Deleted Projects

#	CIP Title	CIP Page Number	Proposed Changes	Reasoning for Change
1	CFDs Exercise Equipment Replacement (Westport CFD, Seabridge CFD, Riverpark CFD)	71	Delete Project	Re-evaluating the needs of the each community and seeking additional community feedback
2	Water Campus: Security Improvements	158	Delete Project	Re-evaluating needs based on budgetary constraints
3	Bicycle & Pedestrian Facilities	CIP 2019-24 86	Modify Funding: <i>Remove a total of \$499,750 allocated from FY 23-24 Carryover 2006 TAB HERO/SW/Ormond Fund</i>	<i>Alignment with proposed FY 25-26 operating budget</i>
4	Ormond Beach Commercial Area Fiber Expansion	CIP 2021-26 72	Modify Funding: <i>Remove a total of \$3,087 allocated from FY 23-24 Carryover 2006 TAB HERO/SW/Ormond Fund</i>	<i>Alignment with proposed FY 25-26 operating budget</i>
5	Perkins Road Fiber Expansion	CIP 2021-26 73	Modify Funding: <i>Remove a total of \$138,265 allocated from FY 23-24 Carryover 2006 TAB HERO/SW/Ormond Fund</i>	<i>Alignment with proposed FY 25-26 operating budget</i>

As of the drafting of this staff report, the Planning Commission has not reviewed the updates to the new CIP projects for General Plan conformity. Their review is scheduled for June 5, 2025. If needed, Staff will update the City Council on the outcome of the Planning Commission meeting.

In addition to moving other CIP projects forward from the planning to the design phase, the following projects were awarded construction agreements since the City Council approved the two-year CIP on June 4, 2024:

1. PW 18-47 Rice Avenue/Fifth Avenue/Route 34 Grade Separation Project
2. Citywide Playground Replacement Project
 - a. PW 20-53 Wilson Park

- b. PW 24-31R Marina West Park
- c. PW 24-113 Dunkirk Park PW 24-125 Carty Park
- d. PW 24-114R Pleasant Valley Park
- e. PW 24-115R Brekke Park
- f. PW 24-125 Carty Park
- g. PW 24-126 College Estates Park
- h. PW 25-16 Del Sol Park
- i. PW 25-48 Fremont Tot Park
- j. PW 25-49R Ololkoy (Oxnard) Beach Park
- k. PW 25-51 Community Center Park West

- 3. PW 20-97R Oxnard Water System SCADA Improvement Project
- 4. PW 22-25R2 Eastern Trunk Sewer Manhole Rehabilitation Project
- 5. PW 22-47 OWTP Headworks VFD Replacement Project
- 6.PD 22-66 Police Emergency Backup Generator Replacement Project
- 7. PW 23-28 Restroom Improvement Project - College Estates Park Project
- 8. PW 23-35 Design Build Skatepark at Colonia
- 9. PW 23-70 Design Build RFP for Oxnard Tennis Center Project
- 10. PW 24-53 Bicycle & Pedestrian Facilities - Northeast Communities & Cloyne St
- 11. PW 24-92 Storm Drain Catch Basin Trash Excluder Project
- 12. CM 24-132 Citywide Wayfinding Sign Program
- 13. SD 25-23 Central Park Fountain Renovation Project

Projects completed since the City Council approved the two-year CIP on June 4, 2024:

- 1. Arterial Street Resurfacing
 - a. PW 23-111 Hueneme Road Resurfacing Project
 - b. PW 23-100 Gonzales Road Resurfacing Project
- 2. Neighborhood Street Resurfacing
 - a. PW 23-104 Kamala Park & Bartolo Square Project
 - b. Ormond Beach Neighborhood Resurfacing Project
- 3. Citywide Alley Resurfacing
 - a. PW 24-11 Fremont Alley Reconstruction
 - b. PW 23-33 Wilson Senior Center
 - c. PW 23-34 Oxnard Performing Arts Center
 - d. PW 23-31 Sturgis Annex
 - e. PW 23-32 South Oxnard Center
- 4. Roof Replacements
- 5. Perkins Road Parking Lot Improvements

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply, facilities and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

For the City Council-approved FY 2024-25 CIP Budget, staff recommends adjusting funds as follows:

CIP Project	Fund	FY 2024-25	FY 2024-25 Revised CIP Budget	FY 2024-25 Variation

		Adopted CIP Budget		
FUNDING INCREASES				
Five Points Intersection Improvements (C2208)	Development Impact Fees Fund 350 (80403102-59800-C2208) (3013102-49300-C2208) (3013102-53200-C2208)	\$0	\$250,000	\$250,000
Elevator Modernization - Various City Locations (C2602)	Facilities Internal Service Fee (ISF) Fund 735 (7353750-59800-C2602) (3013750-53200-C2602) (3013750-49300-C2602)	\$0	\$1,050,000	\$1,050,000
	General Fund 101 Transfer (1015401-55010) (1015401-59800) (3013750-49300-C2602) (3013750-53200-C2602)	\$0 (CIP) \$201,375 Operations	\$201,375	\$0
Arterial Street Resurfacing (C2205)	2006 TAB HERO/SW/Ormond Fund 315 (3153401-59800-C2205) (3013401-49300-C2205) (3013401-56270-C2205)	\$0	\$1,003,184	\$1,003,184
Southwinds Bench & Trash Enclosures (C2330)	2006 TAB HERO/SW/Ormond Fund 315 (3153401-59800-C2330) (3013401-49300-C2330) (3013401-56270-C2330)	\$21,239	\$28,654	\$7,415
FUNDING DECREASES				
CUPA Improvements at River Ridge Golf Course (C2312)	Golf Course Operating Fund Fund 651	\$252,066	\$25,485	-\$226,581

	(6513640-59800-C2312) (6523640-49300-C2312) (6523640-53270-C2312) (6523640-56010-C2312)			
<i>Wifi in the Parks</i> (C2222)	<i>General Fund</i> <i>Fund 101</i> (1013301-59800-C2222) (3013301-49300-C2222) (3013301-53200-C2222) (3013301-53270-C2222) (3013301-57800-C2222)	\$600,000	0	-\$600,000
Pfeiler Pocket Park Play Structure Replacement (C2016)	Maint Assmnt Dist LMD/CFD Fund 120 (25103801-59800-C2016) (3013801-49300-C2016) (3013801-56020-C2016)	\$155,000	\$0	-\$155,000
Bard Road Corridor Bicycle & Pedestrian Improvements (C2502)	State and Local Grant Fund 210 (2103102-48030-C2502) (2103102-59800-C2502) (3013102-49300-C2502) (3013102-56050-C2502)	\$1,364,850	\$698,130	-\$666,720
Five Points Intersection Modernization (C2304)	Development Impact Fees Fund 350 (80403102-59800-C2304) (3013102-49300-C2304) (3013102-53200-C2304) (3013102-53270-C2304)	\$250,000	\$0	-\$250,000
Wastewater Collection: Lift Station Improvements (C2232)	Wastewater Collection Operating Fund 611	\$7,906,761	\$4,206,761	-\$3,700,000

	(6113610-59800-C2232) (6123610-49300-C2232) (6123610-56020-C2232)			
Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements (C1814)	Wastewater Bond-SRF Fund 617 (6173610-59800-C1814) (6123610-49300-C1814) (6123610-56020-C1814)	\$21,000,000	\$16,050,000	-\$4,950,000
Wastewater OWTP: Reliability Improvements (C2201)	Wastewater Bond-SRF Fund 617 (6173610-59800-C2201) (6123610-49300-C2201) (6123610-56020-C2201)	\$58,238,053	\$47,200,000	-\$11,038,053
Water Campus: Security Improvements (C2027)	Water Security-Contamination Prevention Fund 608 (6083607-59800-C2027) (6023607-49300-C2027) (6023607-53200-C2027) (6023607-53270-C2027) (6023607-56020-C2027) (6023607-57800-C2027) (6023607-59000-C2027)	\$711,486	\$29,951	-\$681,535
Bicycle & Pedestrian Facilities (C2004)	2006 TAB HERO/SW/Ormond Fund 315 (3153102-59800-C2004) (3013102-49300-C2004) (3013102-56050-C2004)	\$499,750	\$0	-\$499,750
Ormond Beach Commercial Area Fiber Expansion	2006 TAB HERO/SW/Ormond Fund 315	\$3,087	\$0	-\$3,087

(C2126)	(3151804-59800-C2126) (3011804-49300-C2126) (3011804-53200-C2126)			
Perkins Road Fiber Expansion (C2127)	2006 TAB HERO/SW/Ormond Fund 315 (3151804-59800-C2127) (3011804-49300-C2127) (3011804-53200-C2127) (3011804-55900-C2127)	\$138,265	\$0	-\$138,265

Fiscal impacts to the FY 2025-26 Adopted CIP Budget will be included in the Proposed Budget for Fiscal Year 2025-26 during the budget process.

COMMITTEE OUTCOME

As a result of the discussion at the Public Works and Transportation Committee meeting on April 22, 2025, there was discussion from a committee member who expressed interest in allocating funds to the Street lighting repair project to start making progress with street lighting repairs across the City. This would need to be coordinated with the Citywide operating budget process for the availability of funds.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. CIP Mid Cycle Detail Summary
2. CIP Fiscal Year 2025-26 Budget Detail
3. TAB HERO-Ormond/Southwinds Agenda Reports and Project Area Maps
4. CalOES/HMGP Agenda Reports
5. Presentation

Capital Improvement Program Mid Cycle Project Detail Summary

Number	Project Title	Funding Source	Funding Description	Previous	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Future	Total Cost Estimate (Year	Total Cost Estimate
											1 thru 5 only)	(Previous thru Future)
Table 1. Updates to Existing Projects												
1	CUPA Improvements at River Ridge Golf Course	651	Golf Course Operating Fund	150,000	150,000	0	0	0	0	0	150,000	300,000
	CUPA Improvements at River Ridge Golf Course	651	Golf Course Operating Fund	150,000	-226,581	0	0	0	0	0	-226,581	73,419*
			Total Change		73,419*	0	0	0	0	0		
*spent on initial design												
2	Oxnard Aquatic Center	210	State & Local Grants Fund	5,000,000	0	0	0	0	0	0	0	5,000,000
	Oxnard Aquatic Center	314	2014 Lease Rev Bond Fund	0	0	0	0	57,000,000			57,000,000	57,000,000
	Oxnard Aquatic Center	210	State & Local Grants Fund	5,000,000	0	0	0	0	0	0	0	5,000,000
	Oxnard Aquatic Center	3XX	Future Bond Fund	0	0	0		57,000,000			57,000,000	57,000,000
			Total Change	0	0	0	0	0	0	0	0	0
3	Oxnard Fire Station No. 2,3,5	320	Lost Public Sector Rev Fund	2,967,589	0	0	0	0	0	0	0	2,967,589
	Oxnard Fire Station No. 2,3,5	314	2014 Lease Rev Bond Fund	0	0	0	22,000,000	0	0	0	22,000,000	22,000,000
	Oxnard Fire Station No. 2,3,5	350	Development Impact Fees Fund	550,000	0	0	0	0	0	0	0	550,000
	Oxnard Fire Station No. 2,3,5	320	Lost Public Sector Rev Fund	2,967,589	0	0	0	0	0	0	0	2,967,589
	Oxnard Fire Station No. 2,3,5	3XX	Future Bond Fund	0	0	0	22,000,000	0	0	0	22,000,000	22,000,000
	Oxnard Fire Station No. 2,3,5	350	Development Impact Fees Fund	550,000	0	0	0	0	0	0	0	550,000
			Total Change	-2,417,589	0	0	0	0	0	0	0	-2,417,589
4	Oxnard Performing Arts Center Seismic Study/Improvements	104	Measure O Fund	200,000	0	0	0	0	0	0	0	200,000
	Oxnard Performing Arts Center Seismic Study/Improvements	104	Measure O Fund	200,000	0	0	2,000,000	10,000,000	10,000,000	0	22,000,000	22,200,000
			Total Change	0	0	0	2,000,000	10,000,000	10,000,000	0	22,000,000	22,000,000
5	Oxnard Transit Center Improvements	212	TDA/LTF4-TRANS.FND.-99400c + AHSC Grant	2,196,679	0	0	0	0	0	0	0	2,196,679
	Oxnard Transit Center Improvements	104	Measure O Fund	0	0	0	0	0	0	0	0	0
	Oxnard Transit Center Improvements	212	TDA/LTF4-TRANS.FND.-99400c + AHSC Grant	2,196,679	0	0	0	0	0	0	0	2,196,679
	Oxnard Transit Center Improvements	104	Measure O Fund	0	0	2,000,000	0	0	0	0	2,000,000	2,000,000
			Total Change	0	0	2,000,000	0	0	0	0	2,000,000	2,000,000
6	Roof Replacement - Various Facilities	101	General Fund	1,158,000	500,000	500,000	0	0	0	0	1,000,000	2,158,000
	Roof Replacement - Various Facilities	101	General Fund	1,158,000	500,000	0	500,000	0	0	0	1,000,000	2,158,000
			Total Change	0	0	-500,000	500,000	0	0	0	0	0

Since the Public Works Transportation Committee meeting on April 22, 2025, changes were made to the report and are in italics.

Capital Improvement Program Mid Cycle Project Detail Summary

Number	Project Title	Funding Source	Funding Description	Previous	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Future	Total Cost Estimate (Year 1 thru 5 only)	Total Cost Estimate (Previous thru Future)
7	Senior Center at 5th and Patterson	101	General Fund	0	0	0	3,200,000	0	0	0	3,200,000	3,200,000
	Senior Center at 5th and Patterson	314	2014 Lease Rev Bond Fund	0	0	0	0	17,500,000	17,500,000	0	35,000,000	35,000,000
	Senior Center at 5th and Patterson	101	General Fund	0	0	0	3,200,000	0	0	0	3,200,000	3,200,000
	Senior Center at 5th and Patterson	3XX	Future Bond Fund	0	0	0	0	17,500,000	17,500,000	0	35,000,000	35,000,000
	Total Change			0	0	0	0	0	0	0	0	0
8	Wifi in the Parks	101	General Fund	600,000	0	0	0	0	0	0	0	600,000
	Wifi in the Parks	101	General Fund	600,000	-600,000	0	0	0	0	0	-600,000	0
	Total Change			0	-600,000	0	0	0	0	0	-600,000	-600,000
9	Ormond Beach Access	101	General Fund	0	250,000	1,000,000	1,000,000	3,000,000	4,750,000	0	10,000,000	10,000,000
	Ormond Beach Access	101	General Fund	0	250,000	0	2,000,000	3,000,000	4,750,000	0	10,000,000	10,000,000
	Total Change			0	0	-1,000,000	1,000,000	0	0	0	0	0
10	Pfeiler Pocket Park Play Structure Replacement	120	Maint Assmnt Dist LMD/CFD -LMD 51	155,000	0	0	0	0	0	0	0	155,000
	Pfeiler Pocket Park Play Structure Replacement	120	Maint Assmnt Dist LMD/CFD -LMD 51	155,000	-155,000	0	155,000	0	0	0	0	155,000
	Total Change			0	-155,000	0	155,000	0	0	0	0	0
11	Riverpark Playground Structures Replacement - Children's Park and Crescent Park	120	Maint Assmnt Dist LMD/CFD - Riverpark CFD	0	0	0	100,000	400,000	300,000	0	800,000	800,000
	Riverpark Playground Structures Replacement - Children's Park and Crescent Park	120	Maint Assmnt Dist LMD/CFD - Riverpark CFD	0	0	0	0	0	800,000	0	800,000	800,000
	Total Change			0	0	0	-100,000	-400,000	500,000	0	0	0
12	Riverpark Playground Structures Replacement - Windrow Park	120	Maint Assmnt Dist LMD/CFD - Riverpark CFD	0	0	0	150,000	150,000	0	0	300,000	300,000
	Riverpark Playground Structures Replacement - Windrow Park	120	Maint Assmnt Dist LMD/CFD - Riverpark CFD	0	0	0	0	0	300,000	0	300,000	300,000
	Total Change			0	0	0	-150,000	-150,000	300,000	0	0	0
13	Riverpark Playgrounds Structure Replacement - Vineyard Park and East Park	120	Maint Assmnt Dist LMD/CFD - Riverpark CFD	0	0	300,000	300,000	0	0	0	600,000	600,000
	Riverpark Playgrounds Structure Replacement - Vineyard Park and East Park	120	Maint Assmnt Dist LMD/CFD - Riverpark CFD	0	0	0	0	0	600,000	0	600,000	600,000
	Total Change			0	0	-300,000	-300,000	0	600,000	0	0	0

Since the Public Works Transportation Committee meeting on April 22, 2025, changes were made to the report and are in italics.

Capital Improvement Program Mid Cycle Project Detail Summary

Number	Project Title	Funding Source	Funding Description	Previous	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Future	Total Cost Estimate (Year 1 thru 5 only)	Total Cost Estimate (Previous thru Future)
14	Seabridge Playground Structures Replacement	120	Maint Assmnt Dist LMD/CFD - Seabridge CFD	0	0	60,000	245,000	245,000	0	0	550,000	550,000
	Seabridge Playground Structures Replacement	120	Maint Assmnt Dist LMD/CFD - Seabridge CFD	0	0	0	0	0	550,000	0	550,000	550,000
	Total Change			0	0	-60,000	-245,000	-245,000	550,000	0	0	0
15	Accessible Pedestrian Enhancements	200	Federal Grants Fund	0	3,498,825	0	0	0	0	0	3,498,825	3,498,825
	Accessible Pedestrian Enhancements	212	TDA/LTF3-TRANS.FND	0	0	0	0	0	0	0	0	0
	Accessible Pedestrian Enhancements	200	Federal Grants Fund	0	3,498,825	298,449	0	0	0	0	3,797,274	3,797,274
	Accessible Pedestrian Enhancements	212	TDA/LTF3-TRANS.FND	0	0	500,000	0	0	0	0	500,000	500,000
	Total Change			0	0	798,449	0	0	0	0	798,449	798,449
16	Arterial Street Resurfacing	101	General Fund	4,950,392	7,200,000	7,200,000	0	0	0	0	14,400,000	19,350,392
	Arterial Street Resurfacing	104	Measure O Fund	3,328,400	0	0	0	0	0	0	0	3,328,400
	Arterial Street Resurfacing	185	Road Maint & Rehab Act Fund (RMRA)	9,664,284	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	0	10,000,000	19,664,284
	Arterial Street Resurfacing	314	2014 Lease Rev Bond Fund	0	0	0	7,200,000	7,200,000	7,200,000	0	21,600,000	21,600,000
	Arterial Street Resurfacing	315	TAB HERO Fund	975,066	0	0	0	0	0	0	0	975,066
	Arterial Street Resurfacing	601	Water Operating Fund	0	0	0	0	0	0	0	0	0
	Arterial Street Resurfacing	611	Wastewater Operating Fund	0	0	0	0	0	0	0	0	0
	Arterial Street Resurfacing	101	General Fund	4,950,392	7,200,000	6,200,000	0	0	0	0	13,400,000	18,350,392
	Arterial Street Resurfacing	104	Measure O Fund	3,328,400	0	0	0	0	0	0	0	3,328,400
	Arterial Street Resurfacing	185	Road Maint & Rehab Act Fund (RMRA)	9,664,284	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	0	10,000,000	19,664,284
	Arterial Street Resurfacing	3XX	Future Bond Fund	0	0	0	7,200,000	7,200,000	7,200,000	0	21,600,000	21,600,000
	Arterial Street Resurfacing	315	TAB HERO Fund	975,066	1,003,184	0	0	0	0	0	1,003,184	1,978,250
	Arterial Street Resurfacing	601	Water Operating Fund	0	0	100,000	100,000	100,000	100,000	0	400,000	400,000
	Arterial Street Resurfacing	611	Wastewater Operating Fund	0	0	100,000	100,000	100,000	100,000	0	400,000	400,000
	Total Change			0	1,003,184	-800,000	200,000	200,000	200,000	0	803,184	803,184
17	Bard Road Corridor Bicycle & Pedestrian Improvements	210	State & Local Grants Fund	0	1,364,850	0	0	0	0	0	1,364,850	1,364,850
	Bard Road Corridor Bicycle & Pedestrian Improvements	350	Development Impact Fees - Mobility Fees	0	0	0	0	0	0	0	0	0
	Bard Road Corridor Bicycle & Pedestrian Improvements	210	State & Local Grants Fund	0	698,130	0	0	0	0	0	698,130	698,130
	Bard Road Corridor Bicycle & Pedestrian Improvements	350	Development Impact Fees - Mobility Fees	0	0	77,570	0	0	0	0	77,570	77,570
	Total Change			0	-666,720	77,570	0	0	0	0	-589,150	-589,150

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Capital Improvement Program Mid Cycle Project Detail Summary

Number	Project Title	Funding Source	Funding Description	Previous	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Future	Total Cost Estimate (Year 1 thru 5 only)	Total Cost Estimate (Previous thru Future)
18	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Projects	101	General Fund	0	0	0	0	0	0	0	0	0
	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Projects	350	Development Impact Fees - Storm Drain	0	0	300,000	1,200,000	0	0	0	1,500,000	1,500,000
	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Projects	101	General Fund	0	0	0	1,500,000	0	0	0	1,500,000	1,500,000
	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Projects	350	Development Impact Fees - Storm Drain	0	0	0	0	0	0	0	0	0
	Total Change			0	0	-300,000	300,000	0	0	0	0	0
19	Bridge Maintenance Citywide	101	General Fund	0	0	750,000	0	0	0	0	750,000	750,000
	Bridge Maintenance Citywide	101	General Fund	0	0	0	750,000	0	0	0	750,000	750,000
	Total Change			0	0	-750,000	750,000	0	0	0	0	0
20	Citywide Alleyway Resurfacing	101	General Fund	25,000	0	0	0	0	0	0	0	25,000
	Citywide Alleyway Resurfacing	104	Measure O Fund	4,500,000	4,000,000	4,000,000	2,250,000	2,250,000	2,250,000	0	14,750,000	19,250,000
	Citywide Alleyway Resurfacing	105	Street Maintenance (IUF) Fund	3,170,981	0	0	0	0	0	0	0	3,170,981
	Citywide Alleyway Resurfacing	314	2014 Lease Rev Bond Fund	0	0	0	1,750,000	1,750,000	1,750,000	0	5,250,000	5,250,000
	Citywide Alleyway Resurfacing	315	TAB HERO Fund	2,519,660	0	0	0	0	0	0	0	2,519,660
	Citywide Alleyway Resurfacing	601	Water Operating Fund	0	0	0	0	0	0	0	0	0
	Citywide Alleyway Resurfacing	611	Wastewater Operating Fund	0	0	0	0	0	0	0	0	0
	Citywide Alleyway Resurfacing	101	General Fund	25,000	0	0	0	0	0	0	0	25,000
	Citywide Alleyway Resurfacing	104	Measure O Fund	4,500,000	4,000,000	4,000,000	2,250,000	2,250,000	2,250,000	0	14,750,000	19,250,000
	Citywide Alleyway Resurfacing	105	Street Maintenance (IUF) Fund	3,170,981	0	0	0	0	0	0	0	3,170,981
	Citywide Alleyway Resurfacing	3XX	Future Bond Fund	0	0	0	1,750,000	1,750,000	1,750,000	0	5,250,000	5,250,000
	Citywide Alleyway Resurfacing	315	TAB HERO Fund	2,519,660	0	0	0	0	0	0	0	2,519,660
	Citywide Alleyway Resurfacing	601	Water Operating Fund	0	0	100,000	100,000	100,000	100,000	0	400,000	400,000
	Citywide Alleyway Resurfacing	611	Wastewater Operating Fund	0	0	100,000	100,000	100,000	100,000	0	400,000	400,000
	Total Change			0	0	200,000	200,000	200,000	200,000	0	800,000	800,000
21	Citywide Intersection Improvements	200	Federal Grants Fund	2,998,600	0	0	0	0	0	0	0	2,998,600
	Citywide Intersection Improvements	350	Development Impact Fees - Traffic Circulation	0	0	0	0	0	0	0	0	0
	Citywide Intersection Improvements	200	Federal Grants Fund	2,998,600	0	0	0	0	0	0	0	2,998,600
	Citywide Intersection Improvements	350	Development Impact Fees - Traffic Circulation	0	0	4,200,000	0	0	0	0	4,200,000	4,200,000
	Total Change			0	0	4,200,000	0	0	0	0	4,200,000	4,200,000

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Capital Improvement Program Mid Cycle Project Detail Summary

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22	Five Points Intersection Modernization	350	Development Impact Fees - Traffic Circulation	250,000	0	0	0	0	0	0	0	250,000
	Five Points Intersection Modernization	350	Development Impact Fees - Traffic Circulation	250,000	-250,000	0	0	0	0	0	-250,000	0
	Total Change			0	-250,000	0	0	0	0	0	-250,000	-250,000
23	Five Points Intersection Improvements	101	General Fund	100,000	0	0	0	0	0	0	0	100,000
	Five Points Intersection Improvements	350	Development Impact Fees - Traffic Circulation	0	0	0	0	0	0	0	0	0
	Five Points Intersection Improvements	101	General Fund	100,000	0	0	0	0	0	0	0	100,000
	Five Points Intersection Improvements	350	Development Impact Fees - Traffic Circulation	0	250,000	0	0	0	0	0	250,000	250,000
	Total Change			0	250,000	0	0	0	0	0	250,000	250,000
24	Neighborhood Street Resurfacing	101	General Fund	6,576,392	0	0	0	0	0	0	0	6,576,392
	Neighborhood Street Resurfacing	104	Measure O Fund	7,171,600	4,981,000	8,100,000	0	0	0	0	13,081,000	20,252,600
	Neighborhood Street Resurfacing	105	Street Maintenance (IUF) Fund	22,816	619,000	0	0	0	0	0	619,000	641,816
	Neighborhood Street Resurfacing	185	Road Maint & Rehab Act Fund (RMRA)	3,800,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	0	10,000,000	13,800,000
	Neighborhood Street Resurfacing	230	State Transportation Congestion Relief Fund	0	0	0	0	0	0	0	0	0
	Neighborhood Street Resurfacing	314	2014 Lease Rev Bond Fund	0	0	0	8,100,000	8,100,000	8,100,000	0	24,300,000	24,300,000
	Neighborhood Street Resurfacing	601	Water Operating Fund	68,700	127,968	0	0	0	0	0	127,968	196,668
	Neighborhood Street Resurfacing	611	Wastewater Operating Fund	68,000	87,978	0	0	0	0	0	87,978	155,978
	Neighborhood Street Resurfacing	631	Solid Waste Operating Fund	25,500	0	0	0	0	0	0	0	25,500
	Neighborhood Street Resurfacing	101	General Fund	6,576,392	0	0	0	0	0	0	0	6,576,392
	Neighborhood Street Resurfacing	104	Measure O Fund	7,171,600	4,981,000	8,100,000	0	0	0	0	13,081,000	20,252,600
	Neighborhood Street Resurfacing	105	Street Maintenance (IUF) Fund	22,816	619,000	0	0	0	0	0	619,000	641,816
	Neighborhood Street Resurfacing	185	Road Maint & Rehab Act Fund (RMRA)	3,800,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	0	10,000,000	13,800,000
	Neighborhood Street Resurfacing	230	State Transportation Congestion Relief Fund	0	0	769,637	0	0	0	0	769,637	769,637
	Neighborhood Street Resurfacing	3XX	Future Bond Fund	0	0	0	8,100,000	8,100,000	8,100,000	0	24,300,000	24,300,000
	Neighborhood Street Resurfacing	601	Water Operating Fund	68,700	127,968	100,000	100,000	100,000	100,000	0	527,968	596,668
	Neighborhood Street Resurfacing	611	Wastewater Operating Fund	68,000	87,978	100,000	100,000	100,000	100,000	0	487,978	555,978
	Neighborhood Street Resurfacing	631	Solid Waste Operating Fund	25,500	0	0	0	0	0	0	0	25,500
	Total Change			0	0	969,637	200,000	200,000	200,000	0	1,569,637	1,569,637
25	Pedestrian Safety Enhancements - Various Locations	101	General Fund	0	0	500,000	0	0	0	0	500,000	500,000
	Pedestrian Safety Enhancements - Various Locations	101	General Fund	0	0	0	500,000	0	0	0	500,000	500,000
	Total Change			0	0	-500,000	500,000	0	0	0	0	0

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Capital Improvement Program Mid Cycle Project Detail Summary

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26	Ramona Preschool Pedestrian Crossing Enhancements	101	General Fund	391,000	0	0	0	0	0	0	0	391,000
	Ramona Preschool Pedestrian Crossing Enhancements	200	Federal Grants Fund	349,936	0	0	0	0	0	0	0	349,936
	Ramona Preschool Pedestrian Crossing Enhancements	101	General Fund	391,000	0	0	0	0	0	0	0	391,000
	Ramona Preschool Pedestrian Crossing Enhancements	210	State & Local Grants Fund	349,936	0	0	0	0	0	0	0	349,936
	Total Change			0	0	0	0	0	0	0	0	0
27	Ventura Road Corridor Bicycle & Pedestrian Improvements	350	Development Impact Fees - Mobility Fees	0	0	0	0	0	0	0	0	0
	Ventura Road Corridor Bicycle & Pedestrian Improvements	210	State & Local Grants Fund	0	157,490	0	0	0	0	0	157,490	157,490
	Ventura Road Corridor Bicycle & Pedestrian Improvements	350	Development Impact Fees - Mobility Fees	0	0	82,110	0	0	0	0	82,110	82,110
	Ventura Road Corridor Bicycle & Pedestrian Improvements	210	State & Local Grants Fund	0	157,490	581,500	0	0	0	0	738,990	738,990
	Total Change			0	0	663,610	0	0	0	0	663,610	663,610
28	Wastewater Collection: Lift Station Improvements	611	Wastewater Operating Fund	6,080,000	3,700,000	500,000	4,000,000	0	0	0	8,200,000	14,280,000
	Wastewater Collection: Lift Station Improvements	611	Wastewater Operating Fund	6,080,000	0	0	0	0	0	0	0	6,080,000
	Total Change			0	-3,700,000	-500,000	-4,000,000	0	0	0	-8,200,000	-8,200,000
29	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	200	Federal Grants Fund	163,100	0	0	0	0	0	0	0	163,100
	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	611	Wastewater Operating Fund	3,087,428	0	2,000,000	1,600,000	0	0	0	3,600,000	6,687,428
	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	200	Federal Grants Fund	163,100	0	0	0	0	0	0	0	163,100
	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	611	Wastewater Operating Fund	3,087,428	0	3,000,000	0	0	0	0	3,000,000	6,087,428
	Total Change			0	0	1,000,000	-1,600,000	0	0	0	-600,000	-600,000

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30	Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage	611	Wastewater Operating Fund	3,350,000	0	5,000,000	3,250,000	0	0	0	8,250,000	11,600,000
	Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage	613	Wasterwater Connection Fee	0	0	0	0	0	0	0	0	0
	Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage	611	Wastewater Operating Fund	3,350,000	0	1,500,000	3,250,000	0	0	0	4,750,000	8,100,000
	Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage	613	Wastewater Connection Fee	0		12,650,000	0	0	0	0	12,650,000	12,650,000
	Total Change			0	0	9,150,000	0	0	0	0	9,150,000	9,150,000
31	Wastewater OWTP: Outfall Repair	611	Wastewater Operating Fund	1,500,000	0	2,000,000	0	0	0	0	2,000,000	3,500,000
	Wastewater OWTP: Outfall Repair	611	Wastewater Operating Fund	1,500,000	0	0	0	0	0	0	0	1,500,000
	Total Change			0	0	-2,000,000	0	0	0	0	-2,000,000	-2,000,000
32	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	611	Wastewater Operating Fund	4,652,584	0	0	0	0	0	0	0	4,652,584
	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	617	Wastewater Bond- SRF	3,450,000	21,000,000	21,000,000	500,000	0	0	0	42,500,000	45,950,000
	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	611	Wastewater Operating Fund	4,652,584	0	20,174,145	0	0	0	0	20,174,145	24,826,729
	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	617	Wastewater Bond- SRF	3,450,000	16,050,000	0	0	0	0	0	16,050,000	19,500,000
	Total Change			0	-4,950,000	-825,855	-500,000	0	0	0	-6,275,855	-6,275,855
33	Wastewater OWTP: Reliability Improvements	200	Federal Grant Fund	2,880,676	0	0	0	0	0	0	0	2,880,676
	Wastewater OWTP: Reliability Improvements	210	State & Local Grants Fund	9,500,000	0	0	0	0	0	0	0	9,500,000
	Wastewater OWTP: Reliability Improvements	611	Wastewater Operating Fund	5,210,246	0	0	0	0	0	0	0	5,210,246
	Wastewater OWTP: Reliability Improvements	617	Wastewater Bond- SRF	58,238,053	0	0	0	0	0	0	0	58,238,053
	Wastewater OWTP: Reliability Improvements	628	Wastewater Sec-Cont Prev Fund	1,892,299	0	0	0	0	0	0	0	1,892,299
	Wastewater OWTP: Reliability Improvements	200	Federal Grant Funds	2,880,676	0	0	0	0	0	0	0	2,880,676
	Wastewater OWTP: Reliability Improvements	210	State & Local Grants Fund	9,500,000	0	0	0	0	0	0	0	9,500,000
	Wastewater OWTP: Reliability Improvements	611	Wastewater Operating Fund	5,210,246	0	0	0	0	0	0	0	5,210,246
	Wastewater OWTP: Reliability Improvements	617	Wastewater Bond- SRF	58,238,053	-11,038,053	0	0	0	0	0	-11,038,053	47,200,000
	Wastewater OWTP: Reliability Improvements	628	Wastewater Sec-Cont Prev Fund	1,892,299	0	0	0	0	0	0	0	1,892,299
	Total Change			0	-11,038,053	0	0	0	0	0	-11,038,053	-11,038,053
34	Wastewater OWTP: Secondary Sedimentation Tank Mechanical Equipment Replacement	611	Wastewater Operating Fund	948,477	1,000,000	0	0	0	0	0	1,000,000	1,948,477
	Wastewater OWTP: Secondary Sedimentation Tank Mechanical Equipment Replacement	611	Wastewater Operating Fund	948,477	1,000,000	3,800,000	2,400,000	2,400,000	0	0	9,600,000	10,548,477
	Total Change			0	0	3,800,000	2,400,000	2,400,000	0	0	8,600,000	8,600,000

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35	Water Distribution: Hobson Park East Neighborhood Cast Iron Pipe Replacement	601	Water Operating Fund	355,800	300,000	5,700,000	5,700,000	0	0	0	11,700,000	12,055,800
	Water Distribution: Hobson Park East Neighborhood Cast Iron Pipe Replacement	601	Water Operating Fund	355,800	300,000	0	5,700,000	5,700,000	0	0	11,700,000	12,055,800
	Total Change			0	0	-5,700,000	0	5,700,000	0	0	0	0
36	Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	204	American Rescue Plan Act	348,000	0	0	0	0	0	0	0	348,000
	Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	601	Water Operating Fund	967,900	700,000	13,300,000	13,300,000	0	0	0	27,300,000	28,267,900
	Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	204	American Rescue Plan Act	348,000	0	0	0	0	0	0	0	348,000
	Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	601	Water Operating Fund	967,900	700,000	0	13,300,000	13,300,000	0	0	27,300,000	28,267,900
	Total Change			0	0	-13,300,000	0	13,300,000	0	0	0	0
37	Water Distribution: Oxnard Conduit Replacement Project	200	Federal Grants Fund	500,000	0	0	0	0	0	0	0	500,000
	Water Distribution: Oxnard Conduit Replacement Project	601	Water Operating Fund	1,308,405	750,000	750,000	20,000,000	20,000,000	0	0	41,500,000	42,808,405
	Water Distribution: Oxnard Conduit Replacement Project	200	Federal Grants Fund	500,000	0	0	0	0	0	0	0	500,000
	Water Distribution: Oxnard Conduit Replacement Project	601	Water Operating Fund	1,308,405	750,000	500,000	20,000,000	20,000,000	0	0	41,250,000	42,558,405
	Total Change			0	0	-250,000	0	0	0	0	-250,000	-250,000
38	Water Production: Groundwater Desalter Improvement Project	601	Water Operating Fund	1,123,654	0	7,000,000	0	0	0	0	7,000,000	8,123,654
	Water Production: Groundwater Desalter Improvement Project	609	Water Bond 2021A Rev Bond Fund	2,225,000	1,000,000	0	0	0	0	0	1,000,000	3,225,000
	Water Production: Groundwater Desalter Improvement Project	601	Water Operating Fund	1,123,654	0	0	7,000,000	0	0	0	0	1,123,654
	Water Production: Groundwater Desalter Improvement Project	609	Water Bond 2021A Rev Bond Fund	2,225,000	1,000,000	0	0	0	0	0	1,000,000	3,225,000
	Total Change			0	0	-7,000,000	0	0	0	0	0	-7,000,000
39	Water Production: WELL 20	601	Water Operating Fund	650,000	0	0	0	0	0	0	0	650,000
	Water Production: WELL 20	601	Water Operating Fund	650,000	0	1,500,000	0	0	0	0	1,500,000	2,150,000
	Total Change			0	0	1,500,000	0	0	0	0	1,500,000	1,500,000

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40	Wilson Senior Center Tenant Improvement	104	Measure O Fund	0	0	0	0	0	0	0	0	0
	Wilson Senior Center Tenant Improvement	104	Measure O Fund	0	0	1,000,000	0	0	0	0	1,000,000	1,000,000
			Total Change	0	0	1,000,000	0	0	0	0	1,000,000	1,000,000
41	City Fleet Electric Vehicle (EV) Charging Stations	101	General Fund	0	0	0	0	0	0	0	0	0
	City Fleet Electric Vehicle (EV) Charging Stations	101	General Fund	0	0	200,000	500,000	500,000	0	0	1,200,000	1,200,000
			Total Change	0	0	200,000	500,000	500,000	0	0	1,200,000	1,200,000

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Table 2. New Projects With Identified Funding												
1	John C. Zaragoza Oxnard Transit Center	104	Measure O Fund	0	0	0	0	0	0	0	0	0
	John C. Zaragoza Oxnard Transit Center	104	Measure O Fund	0	0	200,000	0	0	0	0	200,000	200,000
	Total Change			0	0	200,000	0	0	0	0	200,000	200,000
2	Advanced Alley Maintenance Program	104	Measure O Fund	0	0	0	0	0	0	0	0	0
	Advanced Alley Maintenance Program	104	Measure O Fund	0	0	2,000,000	0	0	0	0	2,000,000	2,000,000
	Total Change			0	0	2,000,000	0	0	0	0	2,000,000	2,000,000
3	Elevator Modernization - Various City Locations	735	Internal Service Fees Fund (ISF)	0	0	0	0	0	0	0	0	0
	Elevator Modernization - Various City Locations	101	General Fund	0	0	0	0	0	0	0	0	0
	Elevator Modernization - Various City Locations	735	Internal Service Fees Fund (ISF)	0	1,050,000	0	0	0	0	0	1,050,000	1,050,000
	Elevator Modernization - Various City Locations	101	General Fund	0	201,375	0	0	0	0	0	201,375	201,375
	Total Change			0	1,251,375	0	0	0	0	0	1,251,375	1,251,375
4	Citywide HVAC Updates	735	Internal Service Fees Fund (ISF)	0	0	0	0	0	0	0	0	0
	Citywide HVAC Updates	735	Internal Service Fees Fund (ISF)	0	0	1,100,000	0	0	0	0	1,100,000	1,100,000
	Total Change			0	0	1,100,000	0	0	0	0	1,100,000	1,100,000
5	Citywide Lighting Controls Updates	735	Internal Service Fees Fund (ISF)	0	0	0	0	0	0	0	0	0
	Citywide Lighting Controls Updates	735	Internal Service Fees Fund (ISF)	0	0	100,000	0	0	0	0	100,000	100,000
	Total Change			0	0	100,000	0	0	0	0	100,000	100,000
6	Carriage Square/Eastwood Park	351	Quimby Fund - Carriage Square	0	0	0	0	0	0	0	0	0
	Carriage Square/Eastwood Park	351	Quimby Fund - Carriage Square	0	0	424,000	0	0	0	0	424,000	424,000
	Total Change			0	0	424,000	0	0	0	0	424,000	424,000
7	Hobson/Community Center Park East	351	Quimby Fund - Hobson	0	0	0	0	0	0	0	0	0
	Hobson/Community Center Park East	351	Quimby Fund - Hobson	0	0	454,000	0	0	0	0	454,000	454,000
	Total Change			0	0	454,000	0	0	0	0	454,000	454,000
8	Five Points Park	351	Quimby Fund - Five Points	0	0	0	0	0	0	0	0	0
	Five Points Park	351	Quimby Fund - Five Points	0	0	1,300,000	0	0	0	0	1,300,000	1,300,000
	Total Change			0	0	1,300,000	0	0	0	0	1,300,000	1,300,000

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Capital Improvement Program Mid Cycle Project Detail Summary

Number	Project Title	Funding Source	Funding Description	Previous	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	Future	Total Cost Estimate (Year 1 thru 5 only)	Total Cost Estimate (Previous thru Future)
Table 4. Deleted Projects												
1	CFDs Exercise Equipment Replacement	120	Maint Assmnt Dist LMD/CFD (Westport CFD, Seabridge CFD, Riverpark CFD)	0	0	150,000	0	0	0	0	150,000	150,000
	CFDs Exercise Equipment Replacement	120	Maint Assmnt Dist LMD/CFD (Westport CFD, Seabridge CFD, Riverpark CFD)	0	0	0	0	0	0	0	0	0
	Total Change			0	0	-150,000	0	0	0	0	-150,000	-150,000
2	Water Campus: Security Improvements	608	Water Security- Contamination Prevention Fund	969,000	0	0	0	0	0	0	0	969,000
	Water Campus: Security Improvements	608	Water Security- Contamination Prevention Fund	969,000	-681,535	0	0	0	0	0	-681,535	287,465
	Total Change			0	287,465*	0	0	0	0	0	-681,535	-681,535
*spent on initial design												
3	Bicycle & Pedestrian Facilities	315	2006 TAB HERO/SW/Ormond Fund	499,750	0	0	0	0	0	0	0	499,750
	Bicycle & Pedestrian Facilities	315	2006 TAB HERO/SW/Ormond Fund	499,750	-499,750	0	0	0	0	0	-499,750	0
	Total Change			0	-499,750	0	0	0	0	0	-499,750	-499,750
4	Ormond Beach Commercial Area Fiber Expansion	315	2006 TAB HERO/SW/Ormond Fund	3,087	0	0	0	0	0	0	0	3,087
	Ormond Beach Commercial Area Fiber Expansion	315	2006 TAB HERO/SW/Ormond Fund	3,087	-3,087	0	0	0	0	0	-3,087	0
	Total Change			0	-3,087	0	0	0	0	0	-3,087	-3,087
5	Perkins Road Fiber Expansion	315	2006 TAB HERO/SW/Ormond Fund	138,265	0	0	0	0	0	0	0	138,265
	Perkins Road Fiber Expansion	315	2006 TAB HERO/SW/Ormond Fund	138,265	-138,265	0	0	0	0	0	-138,265	0
	Total Change			0	-138,265	0	0	0	0	0	-138,265	-138,265

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Capital Improvement Program Fiscal Year 2025-26 Project Budget Detail							
Project No.	Project Title	CIP 2025-29 Page	Funding Source	Funding Description	Adopted CIP FY 25-26	Mid Cycle CIP Proposed Changes Δ	REVISED FY 25-26
M2201	Camino del Sol Building Improvements	37	571	CONTRIBUTIONS TRUST FUND	\$ -	\$ -	\$ -
G2206	Carnegie Art Museum Seismic Study	38	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ -	\$ -
M2212	City Hall and Annex Improvements	39	320	LOST PUBLIC SECTOR REV FUND	\$ -	\$ -	\$ -
C2218	Civic Center West Wing Building Improvements	41	101	GENERAL FUND	\$ -	\$ -	\$ -
C2218	Civic Center West Wing Building Improvements	41	320	LOST PUBLIC SECTOR REV FUND	\$ -	\$ -	\$ -
C2218	Civic Center West Wing Building Improvements	41	601	WATER OPERATING FUND	\$ -	\$ -	\$ -
C2218	Civic Center West Wing Building Improvements	41	611	WASTEWATER OPERATING FUND	\$ -	\$ -	\$ -
C2218	Civic Center West Wing Building Improvements	41	631	SOLID WASTE OPERATING FUND	\$ -	\$ -	\$ -
C2542	Colonia Park Pool Repair and Equipment Replacement	42	104	HALF CENT SALES TAX - MEAS O	\$ 1,080,000	\$ -	\$ 1,080,000
C2312	CUPA Improvements at River Ridge Golf Course	43	651	GOLF COURSE OPERATING FUND	\$ -	\$ -	\$ -
C1702	Fire Station 4 Rebuild	44	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2040	Fire Station Alerting System Replacement	45	101	GENERAL FUND	\$ -	\$ -	\$ -
C2040	Fire Station Alerting System Replacement	45	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ -	\$ -
C2508	La Colonia Boxing Gym Improvements	46	104	HALF CENT SALES TAX - MEAS O	\$ 1,800,000	\$ -	\$ 1,800,000
C2216	Oxnard Aquatic Center	47	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C2216	Oxnard Aquatic Center	47	3XX	FUTURE BOND FUND	\$ -	\$ -	\$ -
C2255	Oxnard Fire Stations No. 2, 3, 5	48	320	LOST PUBLIC SECTOR REV FUND	\$ -	\$ -	\$ -
C2255	Oxnard Fire Stations No. 2, 3, 5	48	3XX	FUTURE BOND FUND	\$ -	\$ -	\$ -
C2255	Oxnard Fire Stations No. 2, 3, 5	48	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2553	Oxnard Performing Arts Center Seismic Study/Improvements (M2307)	49	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ -	\$ -
C2550	Oxnard Police Department Facilities Planning and Feasibility Study	50	101	GENERAL FUND	\$ -	\$ -	\$ -
C1809	Oxnard Transit Center Improvements	51	212	TRANSPORT DEV ACT (TDA) FUND	\$ -	\$ -	\$ -
C1809	Oxnard Transit Center Improvements	51	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ 2,000,000	\$ 2,000,000
C2036	Police Station Emergency Backup Generator	52	101	GENERAL FUND	\$ -	\$ -	\$ -
C2036	Police Station Emergency Backup Generator	52	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ -	\$ -
C2036	Police Station Emergency Backup Generator	52	200	FEDERAL GRANTS FUND	\$ -	\$ -	\$ -
C2305	Public Restroom Improvements	53	101	GENERAL FUND	\$ -	\$ -	\$ -
C2305	Public Restroom Improvements	53	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ -	\$ -
C2313	River Ridge Clubhouse Roofing Replacement and Exterior Improvements	54	651	GOLF COURSE OPERATING FUND	\$ -	\$ -	\$ -
C2242	River Ridge Golf Course Event Space Upgrades	55	204	ARPA	\$ -	\$ -	\$ -
C2306	Roof Replacement - Various Facilities	56	101	GENERAL FUND	\$ 500,000	\$ (500,000)	\$ -
C2562	Senior Center at 5th and Patterson	57	101	GENERAL FUND	\$ -	\$ -	\$ -
C2562	Senior Center at 5th and Patterson	57	3XX	FUTURE BOND FUND	\$ -	\$ -	\$ -
C1603	South Oxnard Branch Library HVAC Renovation	58	101	GENERAL FUND	\$ -	\$ -	\$ -
C2549	South Oxnard Center Lighting	59	101	GENERAL FUND	\$ -	\$ -	\$ -
C2507	South Oxnard Library Remediation	60	104	HALF CENT SALES TAX - MEAS O	\$ 1,350,000	\$ -	\$ 1,350,000
C2509	Special Districts Office Space Improvements	61	120	MAINT ASSMNT DIST LMD/CFD	\$ -	\$ -	\$ -
C2034	ERP Project	63	101	GENERAL FUND	\$ 2,250,000	\$ -	\$ 2,250,000
C2034	ERP Project	63	316	2019A LEASE REV BOND FUND	\$ -	\$ -	\$ -
C2257	Upgrade Citywide Radio Infrastructure	64	320	LOST PUBLIC SECTOR REV FUND	\$ -	\$ -	\$ -
C2222	WiFi in the Parks	65	101	GENERAL FUND	\$ -	\$ -	\$ -
C2104	Campus Park Activation	67	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C2328	Campus Park Phase II	68	101	GENERAL FUND	\$ 500,000	\$ -	\$ 500,000
C2328	Campus Park Phase II	68	210	STATE & LOCAL GRANTS FUND	\$ 3,529,632	\$ (3,529,632)	\$ -
C2526	Campus Park Phase III	69	101	GENERAL FUND	\$ -	\$ -	\$ -
C2526	Campus Park Phase III	69	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -

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Capital Improvement Program Fiscal Year 2025-26 Project Budget Detail							
Project No.	Project Title	CIP 2025-29 Page	Funding Source	Funding Description	Adopted CIP FY 25-26	Mid Cycle CIP Proposed Changes Δ	REVISED FY 25-26
C2012	Central Park Fountain Control Room Renovation	70	120	MAINT ASSMNT DIST LMD/CFD	\$ -	\$ -	\$ -
C2519	CFDs Exercise Equipment Replacement	71	120	MAINT ASSMNT DIST LMD/CFD	\$ 150,000	\$ (150,000)	\$ -
C1810	Community Center East Park Improvements	72	201	CDBG FUND	\$ -	\$ -	\$ -
C2105	Del Sol Park Improvements - Phase I	73	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2327	Durley Park Concession Building Repairs	74	101	GENERAL FUND	\$ -	\$ -	\$ -
C2333	Durley Park Improvements	75	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C2407	Greenbelt LMD 43 Lighting Replacement	76	120	MAINT ASSMNT DIST LMD/CFD	\$ -	\$ -	\$ -
C2510	LMD 39/46 Playground Replacement	77	120	MAINT ASSMNT DIST LMD/CFD	\$ -	\$ -	\$ -
C2546	Ormond Beach Access	78	101	GENERAL FUND	\$ 1,000,000	\$ (1,000,000)	\$ -
C2251	Oxnard Tennis Center Improvements	79	204	ARPA	\$ -	\$ -	\$ -
C2016	Pfeiler Pocket Park Play Structure Replacement	80	120	MAINT ASSMNT DIST LMD/CFD	\$ -	\$ -	\$ -
C2220	Playground Replacement	81	101	GENERAL FUND	\$ -	\$ -	\$ -
C2220	Playground Replacement	81	204	ARPA	\$ -	\$ -	\$ -
C2241	Pleasant Valley Park Playground Replacement	82	204	ARPA	\$ -	\$ -	\$ -
C2017	Riverpark Irrigation Control System Replacement	83	120	MAINT ASSMNT DIST LMD/CFD	\$ -	\$ -	\$ -
C2524	Riverpark Playground Structures Replacement - Children's Park and Crescent Park	84	120	MAINT ASSMNT DIST LMD/CFD	\$ -	\$ -	\$ -
C2527	Riverpark Playground Structures Replacement - Windrow Park	85	120	MAINT ASSMNT DIST LMD/CFD	\$ -	\$ -	\$ -
C2522	Riverpark Playgrounds Structure Replacement - Vineyard Park and East Park	86	120	MAINT ASSMNT DIST LMD/CFD	\$ 300,000	\$ (300,000)	\$ -
C2528	Seabridge Playground Structures Replacement	87	120	MAINT ASSMNT DIST LMD/CFD	\$ 60,000	\$ (60,000)	\$ -
C1311	Seaview Park Improvements	88	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2249	Skatepark in Colonia	89	320	LOST PUBLIC SECTOR REV FUND	\$ -	\$ -	\$ -
M2204	Sports Park	90	320	LOST PUBLIC SECTOR REV FUND	\$ -	\$ -	\$ -
C1313	Via Marina Park Renovation	91	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2521	Westport Light Replacement	92	120	MAINT ASSMNT DIST LMD/CFD	\$ -	\$ -	\$ -
C2529	Westport Playground Structures Replacement	93	120	MAINT ASSMNT DIST LMD/CFD	\$ 80,000	\$ -	\$ 80,000
C1901	Mandalay Bay Seawalls	95	101	GENERAL FUND	\$ -	\$ -	\$ -
C1901	Mandalay Bay Seawalls	95	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ -	\$ -
C1901	Mandalay Bay Seawalls	95	120	MAINT ASSMNT DIST LMD/CFD	\$ -	\$ -	\$ -
C2204	4th Street Mobility Improvements	97	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C2504	Accessible Pedestrian Enhancements	98	200	FEDERAL GRANTS FUND	\$ -	\$ 298,449	\$ 298,449
C2504	Accessible Pedestrian Enhancements	98	212	TRANSPORT DEV ACT (TDA) FUND	\$ -	\$ 500,000	\$ 500,000
C2003	Adaptive Traffic Signals	99	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2205	Arterial Street Resurfacing	100	101	GENERAL FUND	\$ 7,200,000	\$ (1,000,000)	\$ 6,200,000
C2205	Arterial Street Resurfacing	100	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ -	\$ -
C2205	Arterial Street Resurfacing	100	185	ROAD MAINT & REHAB ACT FUND (RMRA)	\$ 2,000,000	\$ -	\$ 2,000,000
C2205	Arterial Street Resurfacing	100	3XX	FUTURE BOND FUND	\$ -	\$ -	\$ -
C2205	Arterial Street Resurfacing	100	315	2006 TAB HERO/SW/ORMOND FUND	\$ -	\$ -	\$ -
C2205	Arterial Street Resurfacing	100	601	WATER OPERATING FUND	\$ -	\$ 100,000	\$ 100,000
C2205	Arterial Street Resurfacing	100	611	WASTEWATER OPERATING FUND	\$ -	\$ 100,000	\$ 100,000
C2502	Bard Road Corridor Bicycle & Pedestrian Improvements	101	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C2502	Bard Road Corridor Bicycle & Pedestrian Improvements	101	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ 77,570	\$ 77,570
C1302	Bicycle & Pedestrian Facilities	102	200	FEDERAL GRANTS FUND	\$ -	\$ -	\$ -
C1302	Bicycle & Pedestrian Facilities	102	212	TRANSPORT DEV ACT (TDA) FUND	\$ -	\$ -	\$ -
C1302	Bicycle & Pedestrian Facilities	102	360	OTH. DEVPT FEES FUND	\$ -	\$ -	\$ -
C1302	Bicycle & Pedestrian Facilities	102	182	TRAFFIC SAFETY FUND	\$ -	\$ -	\$ -
C2535	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Projects	103	350	DEVELOPMENT IMPACT FEES FUND	\$ 300,000	\$ (300,000)	\$ -

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Capital Improvement Program Fiscal Year 2025-26 Project Budget Detail							
Project No.	Project Title	CIP 2025-29 Page	Funding Source	Funding Description	Adopted CIP FY 25-26	Mid Cycle CIP Proposed Changes Δ	REVISED FY 25-26
C2535	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Projects	103	101	GENERAL FUND	\$ -	\$ -	\$ -
C2561	Bridge Maintenance Citywide	104	101	GENERAL FUND	\$ 750,000	\$ (750,000)	\$ -
C2534	Butler Road Stormdrain Improvements Project	105	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2102	Citywide Alleyway Resurfacing	106	101	GENERAL FUND	\$ -	\$ -	\$ -
C2102	Citywide Alleyway Resurfacing	106	104	HALF CENT SALES TAX - MEAS O	\$ 4,000,000	\$ -	\$ 4,000,000
C2102	Citywide Alleyway Resurfacing	106	105	STREET MAINTENANCE (IUF) FUND	\$ -	\$ -	\$ -
C2102	Citywide Alleyway Resurfacing	106	3XX	FUTURE BOND FUND	\$ -	\$ -	\$ -
C2102	Citywide Alleyway Resurfacing	106	315	2006 TAB HERO/SW/ORMOND FUND	\$ -	\$ -	\$ -
C2102	Citywide Alleyway Resurfacing	106	601	WATER OPERATING FUND	\$ -	\$ 100,000	\$ 100,000
C2102	Citywide Alleyway Resurfacing	106	611	WASTEWATER OPERATING FUND	\$ -	\$ 100,000	\$ 100,000
C2206	Citywide Intersection Improvements	107	200	FEDERAL GRANTS FUND	\$ -	\$ -	\$ -
C2206	Citywide Intersection Improvements	107	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ 4,200,000	\$ 4,200,000
G2214	Citywide Wayfinding Program	108	204	ARPA	\$ -	\$ -	\$ -
C2415	Downtown Bus Stop Improvements	109	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C2415	Downtown Bus Stop Improvements	109	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2005	Etting Road Bicycle & Pedestrian Facilities Installation	110	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C2005	Etting Road Bicycle & Pedestrian Facilities Installation	110	360	OTH. DEVPT FEES FUND	\$ -	\$ -	\$ -
C2304	Five Points Intersection Modernization	111	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2208	Five Points Intersection Improvements	112	101	GENERAL FUND	\$ -	\$ -	\$ -
C2208	Five Points Intersection Improvements	112	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
M2208	Intelligent Transportation Systems (ITS) Traffic Signal Improvements	113	204	ARPA	\$ -		\$ -
C2209	Neighborhood Street Resurfacing	114	101	GENERAL FUND	\$ -	\$ -	\$ -
C2209	Neighborhood Street Resurfacing	114	104	HALF CENT SALES TAX - MEAS O	\$ 8,100,000	\$ -	\$ 8,100,000
C2209	Neighborhood Street Resurfacing	114	105	STREET MAINTENANCE (IUF) FUND	\$ -	\$ -	\$ -
C2209	Neighborhood Street Resurfacing	114	185	ROAD MAINT & REHAB ACT FUND (RMRA)	\$ 2,000,000	\$ -	\$ 2,000,000
C2209	Neighborhood Street Resurfacing	114	230	STATE TRAFFIC CONG RELIEF FUND	\$ -	\$ 769,637	\$ 769,637
C2209	Neighborhood Street Resurfacing	114	3XX	FUTURE BOND FUND	\$ -	\$ -	\$ -
C2209	Neighborhood Street Resurfacing	114	601	WATER OPERATING FUND	\$ -	\$ 100,000	\$ 100,000
C2209	Neighborhood Street Resurfacing	114	611	WASTEWATER OPERATING FUND	\$ -	\$ 100,000	\$ 100,000
C2209	Neighborhood Street Resurfacing	114	631	SOLID WASTE OPERATING FUND	\$ -	\$ -	\$ -
C1801	Oxnard Boulevard Bicycle Facilities Installation	115	200	FEDERAL GRANTS FUND	\$ -	\$ -	\$ -
C1801	Oxnard Boulevard Bicycle Facilities Installation	115	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C1801	Oxnard Boulevard Bicycle Facilities Installation	115	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2506	Pedestrian Safety Enhancements - Various Locations	116	101	GENERAL FUND	\$ 500,000	\$ (500,000)	\$ -
C2531	Public Use Electric Vehicle (EV) Charging Stations	117	200	FEDERAL GRANTS FUND	\$ 774,000	\$ -	\$ 774,000
C2211	Ramona Preschool Pedestrian Crossing Enhancements	118	101	GENERAL FUND	\$ -	\$ -	\$ -
C2211	Ramona Preschool Pedestrian Crossing Enhancements	118	200	FEDERAL GRANTS FUND	\$ -	\$ -	\$ -
C1301	Rice Avenue & Fifth Street Railroad Grade Separation	119	200	FEDERAL GRANTS FUND	\$ -	\$ -	\$ -
C1301	Rice Avenue & Fifth Street Railroad Grade Separation	119	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C1301	Rice Avenue & Fifth Street Railroad Grade Separation	119	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2525	Riverpark Detention Basin Improvements	120	120	MAINT ASSMNT DIST LMD/CFD	\$ 250,000	\$ -	\$ 250,000
C2212	Safe Routes to School Safety and Enhancements	121	101	GENERAL FUND	\$ -	\$ -	\$ -
C2212	Safe Routes to School Safety and Enhancements	121	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C2212	Safe Routes to School Safety and Enhancements	121	212	TRANSPORT DEV ACT (TDA) FUND	\$ -	\$ -	\$ -
C2212	Safe Routes to School Safety and Enhancements	121	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2212	Safe Routes to School Safety and Enhancements	121	360	OTH. DEVPT FEES FUND	\$ -	\$ -	\$ -

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Capital Improvement Program Fiscal Year 2025-26 Project Budget Detail							
Project No.	Project Title	CIP 2025-29 Page	Funding Source	Funding Description	Adopted CIP FY 25-26	Mid Cycle CIP Proposed Changes Δ	REVISED FY 25-26
C2406	Storm Drain Improvements Citywide	122	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2267	Stormwater Catch Basins Full Capture Devices	123	204	ARPA	\$ -	\$ -	\$ -
C2215	Stormwater Conveyance Improvements along Oxnard Boulevard	124	101	GENERAL FUND	\$ -	\$ -	\$ -
C2215	Stormwater Conveyance Improvements along Oxnard Boulevard	124	204	ARPA	\$ -	\$ -	\$ -
C2006	Traffic Signal Modernization	125	101	GENERAL FUND	\$ -	\$ -	\$ -
C2006	Traffic Signal Modernization	125	104	HALF CENT SALES TAX - MEAS O	\$ 1,000,000	\$ -	\$ 1,000,000
C2006	Traffic Signal Modernization	125	350	DEVELOPMENT IMPACT FEES FUND	\$ 560,000	\$ -	\$ 560,000
C2501	Traffic Signal Pre-Emption Program	126	210	STATE & LOCAL GRANTS FUND	\$ 779,000	\$ (779,000)	\$ -
C2213	US 101/Del Norte Interchange Upgrade	127	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2503	Ventura Road Corridor Bicycle & Pedestrian Improvements	128	210	STATE & LOCAL GRANTS FUND	\$ -	\$ 581,500	\$ 581,500
C2503	Ventura Road Corridor Bicycle & Pedestrian Improvements	128	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ 82,110	\$ 82,110
C2537	Environmental Resources: Compressed Natural Gas Facility	130	631	SOLID WASTE OPERATING FUND	\$ 1,320,000	\$ -	\$ 1,320,000
C2539	Environmental Resources: Del Norte Facility Improvements	131	631	SOLID WASTE OPERATING FUND	\$ 330,000	\$ -	\$ 330,000
C2536	Environmental Resources: Material Recycling Facility (MRF) Replacement	132	631	SOLID WASTE OPERATING FUND	\$ 3,000,000	\$ -	\$ 3,000,000
C2538	Environmental Resources: MRF Roof Repair at Del Norte Facility	133	631	SOLID WASTE OPERATING FUND	\$ -	\$ -	\$ -
C2237	Environmental Resources: Roof Replacement - Del Norte Facility	134	631	SOLID WASTE OPERATING FUND	\$ 750,000	\$ -	\$ 750,000
C2124	Environmental Resources: Scale House and Truck Weigh Scale Replacement	135	631	SOLID WASTE OPERATING FUND	\$ -	\$ -	\$ -
C2530	Environmental Resources: Security Improvements	136	631	SOLID WASTE OPERATING FUND	\$ 60,000	\$ -	\$ 60,000
C2020	Environmental Resources: Video Surveillance System - Phase II	137	631	SOLID WASTE OPERATING FUND	\$ -	\$ -	\$ -
C2551	Recycled Water: Aquifer Storage and Recovery (ASR) / Injection Well Field	138	601	WATER OPERATING FUND	\$ -	\$ -	\$ -
C2021	Recycled Water: Aquifer Storage and Recovery (ASR) Completion	139	200	FEDERAL GRANTS FUND	\$ -	\$ -	\$ -
C2021	Recycled Water: Aquifer Storage and Recovery (ASR) Completion	139	601	WATER OPERATING FUND	\$ -	\$ -	\$ -
C2021	Recycled Water: Aquifer Storage and Recovery (ASR) Completion	139	603	WATER DEVLPMT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2021	Recycled Water: Aquifer Storage and Recovery (ASR) Completion	139	609	WATER BOND 2021A REV BOND FUND	\$ -	\$ -	\$ -
C2023	Recycled Water: AWPf Improvements and Expansion	140	606	WATER RESOURCE FEE FUND	\$ 750,000	\$ -	\$ 750,000
C2023	Recycled Water: AWPf Improvements and Expansion	140	607	WATER BONDS / WIFIA LOAN FUND	\$ -	\$ -	\$ -
C2308	Recycled Water: AWPf Recycled Water Storage Construction	141	607	WATER BONDS / WIFIA LOAN FUND	\$ -	\$ -	\$ -
C2113	Recycled Water: Water Feature at Campus Park	142	605	WATER CAP FACILITY FUND	\$ -	\$ -	\$ -
C2113	Recycled Water: Water Feature at Campus Park	142	607	WATER BONDS / WIFIA LOAN FUND	\$ -	\$ -	\$ -
C2543	Underground of Overhead Utilities- Citywide	143	350	DEVELOPMENT IMPACT FEES FUND	\$ -	\$ -	\$ -
C2309	Wastewater Collection: Gravity Main Improvements	144	611	WASTEWATER OPERATING FUND	\$ -	\$ -	\$ -
C2309	Wastewater Collection: Gravity Main Improvements	144	617	WASTEWATER BONDS/SRF FUND	\$ -	\$ -	\$ -
C2232	Wastewater Collection: Lift Station Improvements	145	611	WASTEWATER OPERATING FUND	\$ 500,000	\$ (500,000)	\$ -
C2234	Wastewater Collection: Sewer Manhole Rehabilitation and Replacement	146	611	WASTEWATER OPERATING FUND	\$ 500,000	\$ -	\$ 500,000
C2029	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	147	200	FEDERAL GRANTS FUND	\$ -	\$ -	\$ -
C2029	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	147	611	WASTEWATER OPERATING FUND	\$ 2,000,000	\$ 1,000,000	\$ 3,000,000
C2408	Wastewater OWTP: Digester/Cogeneration Improvements	148	611	WASTEWATER OPERATING FUND	\$ 1,000,000	\$ -	\$ 1,000,000
C2235	Wastewater OWTP: Effluent Pump Station Improvements	149	611	WASTEWATER OPERATING FUND	\$ -	\$ -	\$ -
C2118	Wastewater OWTP: Headworks Variable Frequency Drives (VFD) Replacement	150	611	WASTEWATER OPERATING FUND	\$ -	\$ -	\$ -
C2544	Wastewater OWTP: Interstage Pump Station and Bio-tower Demolition	151	611	WASTEWATER OPERATING FUND	\$ 1,000,000	\$ -	\$ 1,000,000
C2236	Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage	152	611	WASTEWATER OPERATING FUND	\$ 5,000,000	\$ (3,500,000)	\$ 1,500,000
C2236	Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage	152	613	WASTEWATER CONNECTION FEE	\$ -	\$ 12,650,000	\$ 12,650,000
C2310	Wastewater OWTP: Outfall Repair	153	611	WASTEWATER OPERATING FUND	\$ 2,000,000	\$ (2,000,000)	\$ -
C1814	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	154	611	WASTEWATER OPERATING FUND	\$ -	\$ 20,174,145	\$ 20,174,145
C1814	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	154	617	WASTEWATER BONDS/SRF FUND	\$ 21,000,000	\$ (21,000,000)	\$ -
C2201	Wastewater OWTP: Reliability Improvements	155	200	FEDERAL GRANTS FUND	\$ -	\$ -	\$ -

Since the Public Works Transportation Committee meeting on April 22, 2025, changes were made to the report and are in italics.

Capital Improvement Program Fiscal Year 2025-26 Project Budget Detail							
Project No.	Project Title	CIP 2025-29 Page	Funding Source	Funding Description	Adopted CIP FY 25-26	Mid Cycle CIP Proposed Changes Δ	REVISED FY 25-26
C2201	Wastewater OWTP: Reliability Improvements	155	210	STATE & LOCAL GRANTS FUND	\$ -	\$ -	\$ -
C2201	Wastewater OWTP: Reliability Improvements	155	611	WASTEWATER OPERATING FUND	\$ -	\$ -	\$ -
C2201	Wastewater OWTP: Reliability Improvements	155	617	WASTEWATER BONDS/SRF FUND	\$ -	\$ -	\$ -
C2201	Wastewater OWTP: Reliability Improvements	155	628	WASTEWATER SEC-CONT PREV FUND	\$ -	\$ -	\$ -
C2402	Wastewater OWTP: Secondary Sedimentation Tank Mechanical Equipment Replacement	156	611	WASTEWATER OPERATING FUND	\$ -	\$ 3,800,000	\$ 3,800,000
C2231	Water Campus Ammonia Storage Tank Replacement & Roof Repairs	157	601	WATER OPERATING FUND	\$ -	\$ -	\$ -
C2027	Water Campus: Security Improvements	158	608	WATER SECURITY-CONT PREV FUND	\$ -	\$ -	\$ -
C2022	Water Distribution: Automated Meter Infrastructure Replacement	159	601	WATER OPERATING FUND	\$ -	\$ -	\$ -
C2022	Water Distribution: Automated Meter Infrastructure Replacement	159	608	WATER SECURITY-CONT PREV FUND	\$ -	\$ -	\$ -
C2227	Water Distribution: Hobson Park East Neighborhood Cast Iron Pipe Replacement	160	601	WATER OPERATING FUND	\$ 5,700,000	\$ (5,700,000)	\$ -
C2228	Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	161	204	ARPA	\$ -	\$ -	\$ -
C2228	Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	161	601	WATER OPERATING FUND	\$ 13,300,000	\$ (13,300,000)	\$ -
C2226	Water Distribution: Oxnard Conduit Replacement Project	162	200	FEDERAL GRANTS FUND	\$ -	\$ -	\$ -
C2226	Water Distribution: Oxnard Conduit Replacement Project	162	601	WATER OPERATING FUND	\$ 750,000	\$ (250,000)	\$ 500,000
C2229	Water Production: Blending Station 1 ATS and Panel Replacement	163	601	WATER OPERATING FUND	\$ -	\$ -	\$ -
C2230	Water Production: Blending Station Upgrades	164	601	WATER OPERATING FUND	\$ -	\$ -	\$ -
C2115	Water Production: Groundwater Desalter Improvement Project	165	601	WATER OPERATING FUND	\$ 7,000,000	\$ (7,000,000)	\$ -
C2115	Water Production: Groundwater Desalter Improvement Project	165	609	WATER BOND 2021A REV BOND FUND	\$ -	\$ -	\$ -
C2545	Water Production: New Wells	166	601	WATER OPERATING FUND	\$ -	\$ -	\$ -
C2026	Water Production: System SCADA Improvements	167	601	WATER OPERATING FUND	\$ -	\$ -	\$ -
C2401	Water Production: Well 20 Rehabilitation	168	601	WATER OPERATING FUND	\$ -	\$ 1,500,000	\$ 1,500,000
C2564	Citywide Sidewalk Repair	N/A	101	GENERAL FUND	\$ -	\$ -	\$ -
C2601	John C. Zaragoza Oxnard Transit Center	N/A	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ 200,000	\$ 200,000
C2602	Advanced Alley Maintenance Program	N/A	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ 2,000,000	\$ 2,000,000
C2603	Elevator Modernization - Various City Locations	N/A	101	CULTURAL AND COMMUNITY SERVICES OPERATIONS FUND	\$ -	\$ -	\$ -
C2603	Elevator Modernization - Various City Locations	N/A	735	INTERNAL SERVICES FEES FUND (ISF)	\$ -	\$ -	\$ -
C2604	Citywide HVAC Updates	N/A	735	INTERNAL SERVICES FEES FUND (ISF)	\$ -	\$ 1,100,000	\$ 1,100,000
C2605	Citywide Lighting Controls Updates	N/A	735	INTERNAL SERVICES FEES FUND (ISF)	\$ -	\$ 100,000	\$ 100,000
C2607	Carriage Square/Eastwood Park	N/A	351	QUIMBY FUND	\$ -	\$ 424,000	\$ 424,000
C2608	Hobson/Community Center Park East	N/A	351	QUIMBY FUND	\$ -	\$ 454,000	\$ 454,000
C2609	Five Points Park	N/A	351	QUIMBY FUND	\$ -	\$ 1,300,000	\$ 1,300,000
C2612	Wilson Senior Center Tenant Improvement	N/A	104	HALF CENT SALES TAX - MEAS O	\$ -	\$ 1,000,000	\$ 1,000,000
C2613	City Fleet Electric Vehicle (EV) Charging Stations	N/A	101	GENERAL FUND	\$ -	\$ 200,000	\$ 200,000

Since the Public Works Transportation Committee meeting on April 22, 2025, changes were made to the report and are in italics.



CITY COUNCIL AGENDA REPORT

REPORTS

AGENDA ITEM NO. M.1.

DATE: April 2, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Five Year Capital Improvement Program and Use of Bond Proceeds. (30/10/20)

RECOMMENDATION

That the City Council:

1. Select which projects to fund from the Draft 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP");
2. Adopt the 2019-2024 City of Oxnard Five Year Capital Improvement Program; and
3. Approve the proposed list of non-CIP redevelopment bond proceeds projects and appropriate funding to these projects. (By the time this item is posted for City Council, the CIP will not have yet gone to the Public Works and Transportation Committee for review. It goes to the Committee on March 26, 2019. Staff will provide a report to the Council at a later date regarding the recommendation of the Committee.)

BACKGROUND

The purpose of a capital improvement program (CIP) is to provide an overview of the City's current and reasonable anticipated construction and repair needs over the next five years. Oxnard's CIP contains projects to restore the City's facilities, and each project must have a cost of \$100,000 or more, including design, environmental review, and construction. The CIP currently has approximately 200 projects listed, and the total cost of all projects, not including prior appropriations, is approximately \$480.5 million. The CIP does not address maintenance activities, which are included in operation and maintenance budgets, or the rehabilitation of all of the City's assets; repairs to a city's fleet, for example, are not typically included in a CIP. Examples of projects that the CIP includes are:

- Construction and major alterations of buildings
- Information technology (IT) hardware (but not software)
- Pipeline replacement
- Playground structure replacement
- Street rehabilitation
- Traffic signal hardware installation
- Wastewater Treatment Plant electrical work

Planning over a five year horizon is critical for budgeting resources – both human and financial. Adopting a CIP allows staff to schedule projects according to anticipated revenues and workload capacity. This also makes the Council's priorities clear to staff as grant opportunities arise.

A CIP is a five year projection and plan. It is possible that next year new projects could be added as unforeseen

problems arise.

The Housing Authority's CIP

The Housing Authority adopts its own CIP with its annual plan per federal regulations. Those projects are not listed in this CIP, except for two projects where the Housing Authority had insufficient funding. The Housing Authority's CIP includes projects to bring facilities into disability law compliance, update kitchen cabinets, fix plumbing cleanouts and drain lines, resurface parking lots and walkways, and reroof and rehabilitate the community center. These projects will take place at various sites.

Challenges

The City faces a number of challenges when it comes to maintaining our assets.

- **Aging Infrastructure:** The City of Oxnard is over 100 years old, and much of our infrastructure is old. Roads, storm drains, utilities and buildings all have a limited service life. The City's assets have aged but funding has not been reinvested to keep our assets in good condition.
- **Competing Costs:** The City has grown during its lifetime and, thus, has required increases in City services, especially in the areas of public safety, and an expansion of public infrastructure. These costs compete with each other for funding.
- **Deferred Maintenance:** Past budgets have not kept up with maintenance and replacement of the City's physical assets. Repairs and replacement of buildings, vehicles and equipment are being addressed on an emergency basis. This is not cost effective.
- **Unassessed Capital Deficiencies:** An inventory of the condition of the City's physical assets is needed to identify all capital needs. Many of these assets have surpassed their useful lives but are still in service. The inventory will identify the physical condition of each asset and will recommend maintenance or replacement.
- **Lack of dedicated funding:** Capital improvements are financed using cash (pay-you-go), borrowing or grants. Plans and strategies for financing capital projects are needed. Future budgets will have to address the needs for capital dollars as well as maintenance funds to preserve the City's assets and extend their useful service lives.

Project Prioritization

Since there are more needs than there is funding to meet those needs, projects must be prioritized. Staff prioritized as follows:

- **Priority 1 (Health and Safety):** These projects are needed to maintain or improve human health or safety. An example is the Rice Avenue and Fifth Street Railroad Grade Separation project. This location has a history of vehicle versus train collisions, and this project will eliminate that potential. Certain projects that keep the Wastewater Treatment Plant from malfunctioning are related to health, as untreated sewage can lead to critical impacts. Some of the Fire and Police projects fall into this category as well.
- **Priority 2 (Asset Preservation):** These projects are needed to maintain or protect our existing assets. An example are the street paving projects. Our pavement management program aims to pave our poorest condition and arterial roads first. Waiting until the pavement fails is much more costly.
- **Priority 3 (New or Expanded Services):** These are projects that create something new, like a new park, or increase the capacity of existing facilities, like large water or sewer lines.

Within these priorities, staff also considered:

- **Grant Funding:** If there is already grant funding available, there is a deadline for constructing the project. We never want to lose money, so these projects are given priority over projects for which the only funding source is General Fund or Measure O.
- **Urgency:** Priority 2 (Asset Preservation) is a large category, but some of these projects are more urgent than others. An example would be sewer manholes. Over time, sewer gases like hydrogen sulfide eat away at the concrete and steel in the structure, and the manholes need to be replaced.
- **Staff Capacity:** Even if there were enough money to complete all of these projects, there would not necessarily be enough staff to manage all projects. Once projects were prioritized, the list of projects was balanced against available staff resources, also taking into consideration what contract services could be enlisted to complete each project.
- **Project Balance:** There are needs all over the City. The City cannot just focus on roads and let buildings fall apart or favor Fire Department projects over Police Department projects. Some consideration must be given to balancing competing concerns.

Programming of Redevelopment Bond Proceeds

As part of the CIP process, staff is recommending funding eligible CIP projects with the redevelopment bond proceeds. In a series of actions taken by the former Oxnard Community Development Commission in November 2006, separate tax allocation bond measures were approved for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the “Project Areas” - see Attachment C). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of activities to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold. As of September 2018, the City has the following amounts of Bond Proceeds, including investment earnings thereon, on deposit in the respective redevelopment funds:

Project Area:	Fund Balance:
HERO	\$5,623,301
Ormond Beach	\$3,641,109
Southwinds	\$99,905

Staff is proposing that some of these Bond Proceeds be used toward CIP projects. For example, there are building improvements at the South Oxnard Center, Police Activities League (PAL) Facility, Council Chambers, and park improvements at Cypress Park. Additionally, staff has identified five more projects outside of the CIP that can utilize these Bond Proceeds. Those projects include park improvements, ADA improvements, and land acquisition for the expansion of the Advanced Water Purification Facility. See Attachment D for the list of proposed Bond Proceed projects.

The CIP Development Process

Staff navigated a rigorous process to prepare the CIP, as follows:

1. Departments identified necessary capital improvements and submitted those to the CIP working group. The departments clarified the requested scope of work, and Public Works staff confirmed the requested repair or change would be the right fix for the problem.
2. Staff reviewed projects for conformity with the General Plan and other needs assessments. For example, bicycle facility projects need to be in conformance with the Bicycle and Pedestrian Master Plan.
3. Staff verified cost estimates and determined priorities for funding. Public Works staff developed

independent cost estimates to ensure the accuracy of the provided estimates.

4. Staff prepared the introductory portion of the CIP document to give a broad overview of the proposed projects in a greater context of City needs.
5. Staff presented the CIP projects to the Planning Commission on March 7, 2019. In accordance with Section 65401 of the Government Code, the Planning Commission found all CIP projects to be in conformance with both the City of Oxnard 2030 General Plan and the City of Oxnard Local Coastal Plan. The Planning Commission's adopted resolution making this finding is attached to this staff report.

Presenting to this Committee is the sixth step in this process, and if so recommended, the final step will be to present the CIP to the City Council for adoption.

DISCUSSION

The CIP explains where the City is in terms of many assets and needs, what a capital program and project are, how projects were selected and prioritized, and how projects are financed. The document highlights examples of projects by funding source, Council district and fiscal year. All projects are sorted in the appendices in the following ways:

- By fiscal year, then funding source
- By fiscal year, then by district
- By fiscal year alone
- By fiscal year, then by priority

The projects are organized into six categories: buildings, information technology (IT), parks and open space, seawalls, transportation and drainage, and utilities. Each category has a different icon on the top right of the project sheets and a related color. Within each category, the projects are listed alphabetically. The project sheets include, per project:

- The project title
- Location
- Council district(s) impacted (or a project may have citywide benefit)
- Project description
- Purpose and need
- Relevant category and goal of the General Plan
- Fiscal years the project will span
- Funding source and cost estimate
- Priority level
- Name, photo and contact information for the Project Manager

In addition to determining the appropriateness of the use of Bond Proceeds as recommended, the task of the Public Works and Transportation Committee is to recommend, and later the Council to determine, which CIP projects should be funded in which fiscal year. Though this is a five-year CIP, the only projects that the Committee is recommending, and the Council is approving for funding, are those in 2019-20. The projects funding for 2019-20 will be integrated into the City's 2019-20 budget. Projects in later years will return in future annual CIPs.

Of the projects proposed for 2019-20, the City has funding to complete such projects, other than projects listing the General Fund or Measure O; in those two instances, there is such funding, but these projects compete with other City needs, so the Committee will need to recommend, and the Council will ultimately decide which of these projects to fund. Staff recommends that the Committee focus on Priority 1 projects.

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

Whatever projects Council ultimately determines to be within its adopted CIP will be included in the City's budget. Upon approval by both Committee and City Council, Bond Proceeds totaling \$5,623,301 in the HERO Project Area, \$3,641,109 in the Ormond Beach Project Area, and \$99,905 in the Southwinds Project Area will be made available to fund the Projects as identified in this report.

COMMITTEE OUTCOME

By the time this item is posted, it will not have yet gone to the Public Works and Transportation Committee for review. It goes to the Committee on March 26, 2019.

Prepared by: Rosemarie Gaglione, Public Works Director, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Attachment A - Planning Commission Reso 2019-08
2. Attachment B - Draft 2019-2024 City of Oxnard Five Year Capital Improvement Program
3. Attachment C - Map for Use of Bond Proceeds
4. Attachment D - Projects Funded with Bond Proceeds

ATTACHMENT D

Project Title	CIP Page	Recommended FY18-19	Funding Source
Council Chambers Remodel	34	\$300,000	HERO
Oxnard PAL Facility Rehabilitation	43	\$2,298,700	HERO
Roof Replacement - PACC	51	\$250,000	HERO
Roof Replacement – South Oxnard Center	52	\$475,000	HERO
South Oxnard Center MPE Upgrade (including Fire System) & Other Repairs	55	\$250,000	HERO
Cypress (Garden City Acres) Park Improvements	66	\$350,000	HERO
Perkins Rd Street Resurfacing	86	\$500,000	Ormond Beach
Saviers Rd Street Resurfacing	148	\$1,100,000	HERO
AWPF Expansion Land Acquisition	N/A	\$3,141,109	Ormond Beach

ATTACHMENT D

Beck Park Basketball Court Upgrades	N/A	\$99,905	HERO
Civic Center ADA Improvements	N/A	\$100,000	HERO
Southwinds Park Basketball Court Resurfacing	N/A	\$99,905	Southwinds
Thompson Park, Community Center Park, & Johnson Park Upgrades	N/A	\$399,696	HERO



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.9

DATE: March 16, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Appropriation of Bond Proceeds.

RECOMMENDATION

That the City Council:

1. Find that the appropriation of bond proceeds is not a "project" pursuant to California Environmental Quality Act (CEQA) sections 15061(b)(3) and 15378;
 2. Approve the list of redevelopment bond proceeds projects; and
 3. Appropriate \$6,563,223 of 2006 Tax Allocation Bond (TAB) Proceeds for street and alley resurfacing, parking lot improvements, and fiber network expansions.
- (Finance and Governance Committee approved 3-0)

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate tax allocation bond issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the "Project Areas" - see attached map). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of projects to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold, and they must be used for construction of new public facilities or improvements.

On April 2, 2019, in conjunction with adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP"), staff requested that Council approve a proposed list of projects for the Bond Proceeds and appropriate funding to these projects. Included in that list were two projects--the AWP Expansion Land Acquisition (\$3,141,109 of Ormond Beach funding), and the Oxnard PAL Facility Rehabilitation (\$2,298,700 of HERO funding)--that are no longer viable. In both cases, the timelines for completion are a few years, and the funding needs to be spent faster than that. Therefore, staff is now requesting that funds be un-appropriated from these projects and that the funds be re-appropriated toward other projects inside the same project area.

DISCUSSION

Ormond Beach Bond Proceeds

In addition to the amount for the prior proposed project, the Ormond Beach bond proceeds have accrued an additional \$112,930 of interest earnings, so the total re-appropriation amount is \$3,254,039. Staff proposes the following four uses for these funds:

1. Ormond Beach Neighborhood Street Resurfacing
Resurfacing of several streets within the Ormond Beach Neighborhood--including Cypress Road, Arcturus Avenue, Edison Drive, Magellan Avenue, and Mcwane Boulevard--as well as median rehabilitation and gateway upgrades along Hueneme Road from J Street to Edison Drive, including replacement of medians, trees, street signs, and gateway signs.
Estimated cost: \$2,000,000.

2. Perkins Road Parking Lot Improvement
Parking lot improvements located at the terminus of Perkins Road which includes resurfacing of the entire parking lot, new fencing and gates, light-up bollards, and 2 electric vehicle charging stations.
Estimated cost: \$600,000.
3. Ormond Industrial Area Fiber Expansion
Fiber network extension to Ormond manufacturing zoned area - Install approximately 7,000 feet of 144 strand fiber optic cable on Arcturus Avenue, McWane Boulevard, and Edison Drive. The fiber build would connect to the existing fiber network on East Hueneme Road forming a “loop” encompassing the entire perimeter of the light manufacturing zoned area. This would provide the foundational infrastructure to deploy high-speed broadband, community security systems or other “smart city” applications with future development in the area.
Estimated cost: \$412,500.
4. Perkins Road Fiber Expansion
Fiber network expansion and connection to the stormwater pump station at the southern end of Perkins Road. This connection would facilitate the deployment of SCADA infrastructure to monitor the pump station in real-time, and the deployment of cameras connected to the wastewater CCTV security system to improve the safety and security of the pump station.
Estimated cost: \$153,450.

Since the Ormond Beach Project Area is in the coastal zone, staff is concerned that any project that requires Coastal Commission approval will not be able to obtain that approval fast enough. Thus, the balance of these funds, and any additional unspent Ormond Beach bond proceeds (for example, if one of these projects came in below cost) would be shared among the underlying taxing jurisdictions (the County, the school districts, and the City itself, among others) via distributions from the Real Property Tax Trust Fund of the Successor Agency to the former redevelopment agency of the City.

HERO Bond Proceeds

In addition to the amount for the prior proposed project, the HERO bond proceeds have accrued an additional \$212,119, so the total re-appropriation amount is \$2,498,875. Staff proposes this entire amount be used for reconstruction of alleyways. Some of the lowest Pavement Condition Index (PCI) ratings for alleyways within the HERO geographic boundaries are the following:

Alley		Current PCI	Cost
1	Pleasant Valley Road Alley (between C Street and Saviers Road)	0	\$177,980
2	Alley east of Saviers Road (between Dollie Street and Pleasant Valley Road)	0	\$198,000
3	Alley east of Fournier Street (between Channel Islands Boulevard and Tamarac Street)	0	\$357,500
4	Alley north of Maple Street (between Saviers Road and San Marino Street)	0	\$81,400
5	Alley east of A Street (between First Street and Second Street)	0	\$156,200
6	Alley north of Lark Street (between Samuel Avenue and Circle Drive)	1	\$360,800
7	Alley east of Paula Street (between Clinton and Tamarac Streets)	2	\$239,800
8	Alley east of J Street and alley north of Linden Drive (between J and Kamala Streets)	4	\$294,140
9	Alley south of Ontario Street (between Ninth Street and Wooley Road)	7	\$157,520
10	Alley north of Glenwood Drive, alley east of C Street, and alley south of Gonzales Road (between Oxnard Service Boulevard)	9	\$258,720
11	Alley north of First Street (between A Street and Oxnard Boulevard)	15	\$52,800
12	Alley east of D Street (between Fifth and Seventh Streets)	18	\$184,800
Total			\$2,519,660

Since the total estimated cost of the alleys listed above exceeds the total amount of HERO funds available, staff will plan to repave the first eleven alleyways listed above. If we can accomplish the D Street alley within the total dollar value of \$2,498,875, we will proceed; if we cannot, we will not complete this last alleyway. This paving will be coming to Council, packaged as one project, for construction contract award, at which time staff will be able to share which alleys we can ultimately accomplish with these funds.

Planning Commission Determination of Conformity with General Plan

With the exception of the two fiber network extensions and the parking lot improvements listed above for Ormond Beach funding, all of the aforementioned projects were in the 2019-2024 or 2020-2025 CIP (or both), so the Planning Commission has already determined that they are in

conformance with the City's General Plan and relevant Coastal Land Use Plan policies. On February 18, 2021, staff brought forth the two fiber network extensions and parking lot improvements to the Planning Commission, which determined these projects are also in conformance with the City's General Plan and relevant Coastal Land Use Plan policies.

As required by the California Environmental Quality Act (CEQA), environmental review will be conducted prior to construction of the individual projects identified within this staff report. Any required environmental documents will be prepared pursuant to CEQA as part of project permit processing or at any other point in time as required by CEQA. The proposed appropriation of bond proceeds activity is not a "project" as the lead agency has determined with certainty that pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 the proposed funding document does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Objective 2a. Develop a City-wide asset management program.

Objective 2b. Develop an asset management funding plan.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

The attached Budget Appropriation Request and table below outlined the appropriation action totaling \$4,391,468 of 2006 Tax Allocation Bond (TAB) Proceeds. This is for the projects listed above and four projects previously approved on April 2, 2019--including the Council Chambers Remodel (\$300,000 of HERO funding), Beck Park Basketball Court Upgrades (\$99,905 of HERO funding); Southwinds Park Basketball Court Resurfacing (\$86,853 of Southwinds funding); and Thompson Park, Community Center Park and Johnson Park Upgrades (\$399,696 of HERO funding)--that were not listed in a B.A. at that time and so have been added to this B.A.

Project Listing	Ormond 2006 TAB Allocation	HERO 2006 TAB Allocation	Southwind 2006 TAB Allocation
Ormond Beach Neighborhood Resurfacing	2,000,000		
Perkins Road Parking Lot Improvement	600,000		
Ormond Industrial Area Fiber Expansion	412,500		
Perkins Road Fiber Expansion	153,450		
Alleyways		2,498,875	
Council Chambers Remodel		300,000	
Beck Park Basketball Court Upgrades		99,905	
Thompson Park, Community Center Park, & Johnson Park Upgrades		399,696	

Southwinds Park Basketball Court Resurfacing			86,853
Unappropriation of Oxnard PAL Facility Rehab		(2,180,596)	
Total Appropriations	\$3,165,950	\$1,138,665	\$86,853

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February 23, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. BA - 2006 TAB Allocation 2.12.21
2. Redevelopment Bond Areas Map
3. Alley Map



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: January 3, 2023
TO: City Council
FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org
SUBJECT: Appropriation of Bond Proceeds.

RECOMMENDATION

That the City Council:

1. Approve the proposed list of redevelopment bond proceeds projects;
2. Authorize the re-allocation of all remaining 2006 Ormond Beach Tax Allocation Bond (TAB) Proceeds for the purpose of completing the Hueneme Road work related to the Ormond Beach Neighborhood Street Resurfacing project;
3. Authorize a budget appropriation of \$30,655 from the General Fund (101) and corresponding Capital Outlay Fund (301) for the Roof Replacement: South Oxnard Center project (# C2010);
4. Authorize the re-allocation of all remaining 2006 HERO TAB Proceeds for the purpose of completing the Roof Replacement: South Oxnard Center project and for paving more alleyways; and
5. Authorize the re-allocation of all remaining 2006 Southwinds TAB Proceeds for the purpose of adding park benches and trash enclosures at Southwinds Park.

(Pursuant to Sections 15061(b)(3) and 15378 of the California Environmental Quality Act (CEQA) Guidelines, this item is not a "project" subject to CEQA.)

(Finance and Governance Committee approved 3-0.)

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate tax allocation bond issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the "Project Areas" - see Attachment 1 for maps). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of projects to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold, and they must be used for construction of new public facilities or improvements.

On April 2, 2019, in conjunction with adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP"), staff requested that Council approve a proposed list of projects for the Bond Proceeds and appropriate funding to these projects. On March 16, 2021, staff returned to the Council to revise the list of projects because some of the projects were determined to be no longer viable.

For reference, this staff report references the City's capital improvement programs (CIPs) from 2019-24 through 2022-27. For quick reference, these CIPs can be found at the following links:

- CIP 2019-24: <https://www.oxnard.org/wp-content/uploads/2019/04/CIP.pdf>
- CIP 2020-25: <https://www.oxnard.org/wp-content/uploads/2020/09/CIP20-25-Final.pdf>
- CIP 2021-26: https://www.oxnard.org/wp-content/uploads/2021/08/CIP-2021-2026_FINAL.pdf
- CIP 2022-27: https://www.oxnard.org/wp-content/uploads/2022/11/CIP22_27_Final.pdf

DISCUSSION

Ormond Beach Bond Proceeds

Below is the status of the prior projects within the Ormond Beach area:

1. Perkins Road Bike Lanes

Install Class II and Class III bicycle lanes, bicycle detection, and pedestrian improvements including median bulb-outs, and signing and striping on Perkins Road. This is in the 2019-24 CIP on page 86 under the broader project titled “Bicycle & Pedestrian Facilities.” The Perkins Road portion of this project was budgeted for \$500,000 and will be completed in late Spring 2023.

2. Ormond Beach Neighborhood Street Resurfacing

Resurfacing of several streets within the Ormond Beach Neighborhood—including Cypress Road, Arcturus Avenue, Edison Drive, Magellan Avenue, and Mcwane Boulevard—as well as median rehabilitation and gateway upgrades along Hueneme Road from J Street to Edison Drive, including replacement of medians, trees, street signs and gateway signs. This is in the 2022-27 CIP on page 63. This project was appropriated \$2,000,000, and Cypress Road, Arcturus Avenue, Edison Drive, Magellan Avenue, and Mcwane Boulevard were completed on September 26, 2022, for \$1,968,917. Hueneme Road work has not been completed due to needing to replace storm drains and cast iron first. Furthermore, there was not enough funding to complete the street and median work with the remaining HERO funds. Accordingly, we request an appropriation of \$1,500,000 from the General Fund over the original \$2,000,000 in Bond Proceeds to complete the street and median work.

3. Perkins Road Parking Lot Improvements

Parking lot improvements located at the terminus of Perkins Road, which includes resurfacing of the entire parking lot, new fencing and gates, light-up bollards, and two electric vehicle charging stations. This is in the 2022-27 CIP on page 67. The parking lot was resurfaced; however, the County will not allow the rest of the improvements because this property is on a landfill. This project was appropriated \$600,000 and was completed on September 26, 2022, for \$600,000.

4. Ormond Beach Commercial Area Fiber Expansion

Fiber network extension to Ormond manufacturing zoned area. This is on 2021-26 CIP page 72. Install approximately 7,000 feet of 144 strand fiber optic cable on Arcturus Avenue, McWane Boulevard, and Edison Drive. Of the \$412,500 appropriated for this project, staff spent \$48,188 on this project for design of the fiber lines and has closed out the project. For various reasons, it does not make sense to install such fiber at this time, but these plans will be saved for future use.

5. Perkins Road Fiber Expansion

Fiber network expansion and connection to the stormwater pump station at the southern end of Perkins Road. This is on 2021-26 CIP page 73. This connection would facilitate the deployment of SCADA infrastructure to monitor the pump station in real-time, and the deployment of cameras connected to the wastewater CCTV security system to improve the safety and security of the pump station. Of the \$153,450 appropriated for this project, staff spent \$16,063 on this project for design of the fiber lines and will install the fiber lines in Spring 2023.

The balance of the Ormond Beach Bond Proceeds available for re-allocation is currently \$364,312. Staff proposes using this balance, plus any other Ormond Beach Bond Proceeds (such as if the Perkins Road Bike Lanes or Fiber Expansion projects are completed under budget), to complete the Ormond Beach Neighborhood Street Resurfacing (item 2 above). The remaining work on this project, including resurfacing and reconstruction of medians along Hueneme Road from J Street to Edison Drive, is estimated at \$1,850,000, which exceeds the amount in the Ormond Beach Bond Proceeds; thus, the balance of the project cost will be paid by Measure E funds already appropriated for this purpose.

HERO Bond Proceeds

Below is the status of the prior projects within the HERO area:

1. Civic Center ADA Improvements/ Thin Maintenance Overlay, Phase II

Reconstruct sidewalks and parking lot surface to meet ADA requirements for the 305 West Third Street building in the City of Oxnard. This project was budgeted for \$100,000 and was completed on December 7, 2020, for \$100,000.

2. South Oxnard Center MPE Upgrade (including Fire System)

Upgrade to the building's fire life safety system. Upgrade the mechanical, plumbing, electrical and fire safety systems. Repair sidewalk, replace landscaping, and make interior improvements such as painting and general repairs. This is in the 2019-24 CIP on page 55. This project was budgeted for \$250,000 and was completed on August 18, 2022 for \$141,856.

3. Garden City Acres Park Improvements (Cypress)

Install new smart irrigation and new controller. Repair and resod damaged turf. Install an additional basketball court with lights. This is in the 2021-26 CIP on page 81. This project was budgeted for \$350,000 in HERO funds and \$342,729 in Quimby funds for a total budget of \$692,729. The project was completed on July 18, 2022, for \$491,581 (\$310,964 HERO and \$180,617 Quimby).

4. Saviers Road Street Resurfacing

Resurface existing asphalt concrete pavement on Saviers Road between Wooley Road and Hueneme Road. This is in the 2019-24 CIP on page 148. This project was budgeted for \$1,100,000 and was completed on May 21, 2021, for \$876,977.

5. Beck Park Basketball Court Upgrades

Resurface two basketball courts in Beck Park. This project was budgeted for \$99,905 and was completed on May 6, 2022, for \$71,730.

6. Council Chambers Remodel

Remodel of the City Council chambers including asbestos abatement, roof repair/replacement, ceiling replacement, production system improvements, and audio/visual upgrades. This is in the 2022-27 CIP on page 4. This project was budgeted for \$300,000 from HERO (and \$1,300,000 in PEG funding) and is anticipated to be completed by the end of December 2022 for \$128,500 out of HERO funds.

7. Alleyways in HERO Boundary

In March 2021, staff listed 12 alleyways with some of the lowest pavement condition index (PCI) ratings within the HERO geographic boundaries. We explained that our goal was to pave all 12 listed alleyways, but that we would see how far the remaining HERO funding (\$2,519,660) would stretch with this list. This is a subsector of the project titled Citywide Alleyway Reconstruction in the 2021-26 CIP on page 100. Using this allocation, staff has paved the following alleys:

- Alley east of Saviers Road (between Dollie Street and Pleasant Valley Road)
- Alley east of A Street (between First Street and Second Street)
- Alley north of Lark Street (between Samuel Avenue and Circle Drive)
- Alley north of Glenwood Drive, alley east of C Street and alley south of Gonzales Road (between Oxnard Service Boulevard)
- Alley north of First Street (between A Street and Oxnard Boulevard)

These alleys were completed on September 12, 2022, for a total amount of \$1,006,846. Due to contractor delays, the following alleys are scheduled to be completed in late Winter 2023:

- Pleasant Valley Road Alley (between C Street and Saviers Road)
- Alley east of J Street and alley north of Linden Drive (between J and Kamala Streets)
- Alley east of D Street (between Fifth and Seventh Streets)
- Alley east of Fournier Street (between Channel Islands Boulevard and Tamarac Street)
- Alley east of Paula Street (between Clinton and Tamarac Streets)
- Alley north of Maple Street (between Saviers Road and San Marino Street)

- Alley south of Ontario Street (between Ninth Street and Wooley Road)

The estimated cost to complete these alleys is \$1,764,304. Accordingly, we request an appropriation of \$251,490 over the original \$2,519,660 to complete this project.

8. Thompson Park, Community Center Park and Johnson Park Upgrades

Replacement of aging and damaged playgrounds at Thompson Park, Community Center Park, and Johnson Creek Park. This is in the 2022-27 CIP on page 36 under the larger project titled “Playground Replacement.” A contract was awarded on this project on July 28, 2022, and work began on November 7th, 2022. Staff anticipates the work will be completed on January 31, 2023. The project was budgeted for \$399,696, and to date, approximately \$8,994 has been expended on this project for design.

9. Roof Replacement: PACC Ventura/ Oxnard Rental Spaces

Remove and replace the roofing material and metal flashing on the main rental spaces roof. This is in the 2022-27 CIP on page 17. This project was budgeted for \$250,000 from HERO funds as well as \$545,000 American Rescue Plan Act (ARPA) funding and \$294,762 in Measure O Sales Tax. Staff bid this project out, and the lowest (though unresponsive) bid came in at approximately \$1.4M; we will need to rebid this project, but we anticipate needing more funds which would require an additional ten percent over the bid amount for contingency and another ten percent for engineering and project management. Staff will request an additional appropriation for this project when staff brings this contract to Council for award.

10. Roof Replacement: South Oxnard Center

Replace the roof at the South Oxnard Center. This is in the 2022-27 CIP on page 18. This project was budgeted for \$475,000. Staff has spent down \$38,789 for design. Staff has bid this project out twice; the first time, we received no bidders, and the second time, the lowest bid came in at \$649,960. Staff also needs an additional ten percent over the bid amount for contingency and another ten percent for engineering and project management. Accordingly, we request an appropriation of \$349,043 over the original \$475,000 to complete this project.

The balance of the HERO Bond Proceeds currently available for re-allocation is \$569,878. Staff proposes using the balance of these funds, and any additional unspent HERO Bond Proceeds (for example, if one of the projects comes in below cost), to complete the Roof Replacement at the South Oxnard Center should that project need more funds and to pave more alleyways. The next few alleyways in the queue are the following:

- Alleys east and north of Sycamore Street (between Channel Islands Blvd and La Canada Avenue and Clinton Circle and Sycamore Street Alley)
- Alley north of La Canada Avenue (between Fournier Street and Sycamore Dr Alley)
- Alley north of Clinton Circle (between Clinton St/Paula St and Sycamore St Alley)
- Alley north of Paula Circle (between Paula Street and Sycamore Alley).

Staff intends to spend down the balance of the HERO funds on as many of these alleyways as we can complete. The list above is likely too ambitious, but staff is intentionally inserting more rather than less work so that we can spend down the full fund balance of HERO Bond Proceeds on these critical alleyways.

Southwinds Park Bond Proceeds

The only prior project within the Southwinds Park area is the Southwinds Park Basketball Court Resurfacing. This project entailed the resurfacing of two basketball courts and the installation of new backboards at Southwinds Park. This project was budgeted for \$86,853 and was completed on October 22, 2022, for \$65,614.

The balance of the Southwinds Bond Proceeds is \$21,239. Staff proposes using the balance of these funds to replace aging park benches and trash enclosures at Southwinds Park.

Planning Commission Determination of Conformity with General Plan

The Planning Commission has already determined that projects in the CIP are in conformance with the City’s General Plan and relevant Coastal Land Use Plan policies. As required by the California Environmental Quality Act (CEQA),

environmental review will be conducted prior to construction of the individual projects identified within this staff report. Any required environmental documents will be prepared pursuant to CEQA as part of project permit processing or at any other point in time as required by CEQA. The proposed appropriation of bond proceeds activity is not a “project” as the lead agency has determined with certainty that pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 the proposed funding document does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environmental review.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The Budget Appropriation request on March 16, 2021, outlined the appropriation action totaling \$4,391,468 of 2006 Tax Allocation Bond (TAB) Proceeds, of which \$3,165,950 was for Ormond Beach, \$86,853 was for Southwinds, and \$3,298,476 was for HERO. Now, due to the requests listed in the body of the staff report, the table below outlines the appropriation action for an increase to General Fund (101) of \$30,655, a budget re-allocation of \$955,429 of 2006 Tax Allocation Bond (TAB) Proceeds, of which \$364,312 is for Ormond Beach, \$21,239 is for Southwinds, and \$569,878 is for HERO.

Project Listing	Ormond 2006 TAB Allocation (Fund 315)	HERO 2006 TAB Allocation (Fund 315)	Southwinds 2006 TAB Allocation (Fund 315)	General Fund (101)
Ormond Beach Neighborhood Street Resurfacing (#C2109)	364,312			
Ormond Beach Commercial Area Fiber Expansion (#C2126)	-364,312			
South Oxnard Center MPE Upgrade (including Fire System) (#C2011)		-108,144		
Garden City Acres Park Improvements (Cypress) (#C1402)		-39,036		
Saviers Road Street Resurfacing (#C2044)		-223,023		
Beck Park Basketball Court Upgrades (#C2129)		-28,175		
Council Chambers Remodel (#C2101)		-171,500		
Alleyways in HERO Boundary (#C2111)		251,490		
Roof Replacement: South Oxnard Center (#C2010)		318,388		30,655
Southwinds Park - Benches and Trash Enclosures (#C23XX)			+21,239	
Southwinds Park Basketball Court Resurfacing (#C2107)			-21,239	
Total New Appropriations	0	0	0	30,655

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on December 13, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Project Area Maps



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.4

DATE: June 29, 2023

TO: City Council

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

SUBJECT: Project Appropriation Transfers of Tax Allocation Bond (TAB) Proceeds. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize project appropriation transfers in the total amount of \$422,698 in the 2006 HERO Tax Allocation Bond (TAB) Proceeds from the Alleyways Project (#C2111) to the Council Chambers Project (#C2101) for \$171,500, Saviers Road Street Resurfacing Project (#C2002) for \$223,023 and Beck Park Basketball Court Upgrades Project (#C2106) for \$28,175 for the purpose of closing out completed projects.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zEerYAAozG4>

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate tax allocation bond issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the "Project Areas" - see Attachment 1 for maps). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of projects to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold, and they must be used for the construction of new public facilities or improvements.

On April 2, 2019, in conjunction with the adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP"), City Council approved a proposed list of projects for the Bond Proceeds and appropriated funding to these projects in the Fiscal Year 2019-20 Budget for \$5,323,000. On March 16, 2021, staff returned to the Council to revise the list of projects and allocated new projects for an increase of \$4,391,468 in project appropriations. This also included additional interest income in the amount of \$112,930 to be added to the Ormond Beach TAB project area. On November 16, 2021, Council authorized the reallocation of \$180,385 of HERO Tab Proceeds from the Saviers Road Street Resurfacing Project to the Oxnard PAL Facility Rehab Project to complete the roof repairs at the PAL facility.

The table below (Table 1) outlines what has been appropriated and unappropriated from completed projects through June 30, 2022.

Table 1. 2006 TAB Project Appropriations through June 30, 2022

FISCAL YEAR	2006 HERO TAB	2006 ORMOND TAB	2006 SOUTHWINDS TAB	TOTAL 2006 TAB
Project Appropriations				
FY 2017-18 Adopted Budget	\$697,998	\$0	\$0	\$697,998
FY 2019-20 Adopted Budget	\$4,823,000	\$500,000	\$0	\$5,323,000
FY 2020-21 (3/16/21 Council)	\$1,138,665	\$3,165,950	\$86,853	\$4,391,468
FY 2021-22 (11/16/21 Council)*	\$0	\$0	\$0	\$0
SUBTOTAL	\$6,659,663	\$3,665,950	\$86,853	\$10,412,466
Project Unappropriations - Completed Projects				
Saviers Road Resurfacing Project (C2002/203007)	-\$42,638	\$0	\$0	\$0
Beck Park Basketball Court Upgrades (C2106/215703)	-\$28,175	\$0	\$0	\$0
TOTAL	\$6,588,850	\$3,665,950	\$86,853	\$10,341,653

*Net zero impact reallocating funds between two projects

DISCUSSION

On January 3, 2023 staff presented a report seeking Council's authorization for additional reallocation of funding for various projects that could use additional funding to move forward and/or in an attempt to ensure Bond Proceeds were distributed to projects for complete spend-down of the Bond Proceeds. The following table (Table 2) was included in the January 3, 2023 staff report that the City Council approved.

Table 2. January 3, 2023 Reallocation of Projects (approved by the City Council)

Project Listing	Ormond 2006 TAB Allocation (Fund 315)	HERO 2006 TAB Allocation (Fund 315)	Southwinds 2006 TAB Allocation (Fund 315)	General Fund (101)
Ormond Beach Neighborhood Street Resurfacing (#C2109)	+364,312			
Ormond Beach Commercial Area Fiber Expansion (#C2126)	-364,312			
South Oxnard Center MPE Upgrade (including Fire System) (#C2011)		-108,144		
Garden City Acres Park Improvements (Cypress) (#C1402)		-39,036		
Saviers Road Street Resurfacing (#C2002)		-223,023		

Beck Park Basketball Court Upgrades (#C2106)		-28,175		
Council Chambers Remodel (#C2101)		-171,500		
Alleyways in HERO Boundary (#C2111)		+251,490		
Roof Replacement: South Oxnard Center (#C2010)		+318,388		+30,655
Southwinds Park – Benches and Trash Enclosures (#C2330)			+21,239	
Southwinds Park Basketball Court Resurfacing (#C2107)			-21,239	
Total New Appropriations	\$0	\$0	\$0	\$30,655

However, three projects from the HERO Tab allocation had been completed: Council Chambers (#C2101), Saviers Road Street Resurfacing (#C2002) and Beck Park Basketball Court Upgrades (#C2106) and therefore had no available appropriations to reallocate. With the resignation of the City Engineer in January 2023, it's unclear to the current staff why these recommendations were put forward for the Council to consider on January 3, 2023. Regardless, the following adjustments are recommended to ensure each of the below listed completed Capital Improvement Program (CIP) projects have sufficient funds to cover the actual costs.

Staff is recommending that Council approve the recommended action to transfer project appropriations in the amount of \$422,698 in HERO Tab project allocations as noted in Table 3 below. This transfer will result in a zero project balance for each of the three completed projects (i.e., C2002, C2106, and C2101).

Since the funding source to make these three completed projects whole needs to come from the HERO Tab project allocation, staff is recommending taking those funds from the Alleyways Project (#C2111). It should be noted that in FY 2022-23, there was an appropriation of \$2.25M of Measure O funding for alleys. This Measure O appropriation along with the proposed Measure O appropriation of \$2.25M in FY 2023-24 for alleys is sufficient enough to fund the one alley project anticipated to be constructed in FY 2023-24, with the current available staff resources.

Table 3. Proposed Project Appropriation Transfers of HERO Bond Proceeds

PROJECTS	HERO 2006 TAB
TRANSFER FROM:	
Alleyways (#C2111)	-\$422,698
TRANSFER TO:	
Saviers Road Resurfacing Project (#C2002)	+\$223,023
Beck Park Basketball Court Upgrades (#C2106)	+\$28,175
Council Chambers (#C2101)	+\$171,500
NET CHANGE	\$0

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The recommendation action will transfer project appropriations in the amount of \$422,698 from the Alleyways Project (#C2111) to completed projects (#C2002, #C2106 and #C2101) in the HERO 2006 TAB project area which will result in a zero project balance for these three completed projects (#C2002, #C2106 and #C2101). There is sufficient funding in the Alleyways Project (#C2111) after this transfer is made to complete one anticipated alley project in FY 2023-34 with allocated Measure O funds in the current fiscal year and in Fiscal Year 2023-24 (if the FY 2023-24 budget is approved as presented).

Table 4. Project Appropriations by Project Area

PROJECT APPROPRIATIONS	HERO 2006 TAB	ORMOND 2006 TAB	SOUTHWINDS 2006 TAB	TOTAL 2006 TAB
Total project appropriations to date	\$6,588,850	\$3,665,950	\$86,853	\$10,341,653
Proposed transfers				
Alleyways (#C2111)	-\$422,698	\$0	\$0	-\$422,698
Reappropriations to 3 Projects (#C2002, #C2106 & #C2101)	+\$422,698	\$0	\$0	+\$422,698
TOTAL PROJECT APPROPRIATIONS	\$6,588,850	\$3,665,950	\$86,853	\$10,341,653

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Christopher Solis, Assistant City Engineer

ATTACHMENTS

1. Project Area Map
2. 4-2-19 Council Agenda
3. 3-16-21 Council Agenda
4. 11-16-21 Council Agenda
5. 1-3-23 Council Agenda
6. Presentation



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.12.

DATE: June 18, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Hazard Mitigation Grant Program Application Resolutions.

RECOMMENDATION

That City Council adopt resolutions authorizing the City Manager to submit applications for \$15,750,000 in grant funds to the California Governor's Office of Emergency Services (Cal OES).

BACKGROUND

The California Governor's Office of Emergency Services (Cal OES) will be awarding funding through the Hazard Mitigation Grant Program (HMGP) as a result of the Presidentially-declared disaster for the November 2018 California wildfires, including the Woolsey Fire. The HMGP can fund project and planning activities for eligible applicants in accordance with the Federal Emergency Management Agency's (FEMA's) Hazard Mitigation Assistance Guidance under the authority of the Robert T. Stafford Emergency Assistance and Disaster Relief Act (Stafford Act). Hazard mitigation activities are aimed at reducing or eliminating future damages. Projects that receive these funds must be completed (including close-out) within a 36-month performance period. No construction is allowed prior to FEMA approval, and the HMGP does not fund projects that are in progress or projects that have already been completed.

DISCUSSION

In California, Cal OES is responsible for identifying program priorities, reviewing applications and forwarding recommendations for funding to FEMA. FEMA has final approval for activity eligibility and funding. Cal OES has reviewed the City's notices of intent to apply for grants (NOIs) that were submitted in March of 2019, and the City has been approved to submit the following applications to be considered for HMGP funding:

1. Reconstruction of the Central Trunk Sanitary Sewer Under the Union Pacific Railroad Tracks: The proposed project will mitigate the seismic and liquefaction risk to the sewer infrastructure, and reduce the risks' impact to the rail lines above the sewer lines. The project will provide a long term and permanent solution to mitigate risks from future earthquake disasters, ensuring the future integrity of the sewer and rail lines and protecting the safety of railroad passengers and the continuity and regional resiliency provided by the freight supply lines. The project will involve study, design, and construction of the specified mitigation.

Federal Requested Share \$3,000,000

Applicant Match \$1,000,000

Total Activity Cost \$4,000,000

Source of non-federal match: City of Oxnard Wastewater Fund Balance as identified in the 5-Year Capital Improvement Plan.

2. Oxnard Performing Arts Center Seismic and ADA Retrofit: The proposed project will retrofit the Performing Arts Center, a critical facility as designated in the 2015 Ventura County Multi-Hazard Mitigation Plan, to comply with current seismic and accessibility standards. The mitigation activity will enable the facility to be used as a site to house displaced residents and emergency responders during and after a hazard. The project will involve study, design, and retrofitting of the 32,493 square feet of multipurpose rooms on the site to mitigate risks from future disasters.

Federal Requested Share \$4,500,000

Applicant Match \$1,500,000

Total Activity Cost \$6,000,000

Source of non-federal match: City of Oxnard Measure O (Half Cent Sales Tax) Fund as identified in the 5-Year Capital Improvement Plan, and is proposed to begin in Fiscal Year 2020-21.

3. City Hall Seismic and ADA Retrofit: The proposed project will retrofit Oxnard's City Hall at 300 West Third St. (a critical facility as designated in the 2015 Ventura County Multi-Hazard Mitigation Plan) to comply with current accessibility standards, and upgrade the seismic capacity of the building structure. The mitigation activity will enable the facility to be used as an essential facility during and after a hazard. The project will involve study, design, and retrofitting of the 32,527 square feet of space of the facility to mitigate risks from future disasters. The values below reflect the highest potential costs, and true costs will not be determined until an initial study is complete. In addition, this is a rare opportunity to apply for funding with no maximum threshold. If the City is awarded, and accepts the award, funding for the entire project would likely span across multiple fiscal years starting no earlier than Fiscal Year 2020-21.

Federal Requested Share \$8,250,000

Applicant Match \$2,750,000

Total Activity Cost \$11,000,000

Source of non-federal match: Will be brought to Council for consideration upon award in Fiscal Year 2020-21 Budget and CIP Process.

Applications for the program must be submitted by July 5, 2019. Execution of the attached resolution will authorize staff to apply for these grant funds by this date.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The Hazard Mitigation Grant Program requires a minimum 25 percent local cost share of the total project cost (the State does not contribute to local cost share). Funding for the Reconstruction of the Central Trunk Sanitary Sewer Under the Union Pacific Railroad Tracks and Oxnard Performing Arts Center Seismic and ADA Retrofit have been recognized in the 5-Year Capital Improvement Plan. The City Hall Seismic and ADA Retrofit project matching funds will be brought to

Council for consideration if awarded, and will be considered as part of the Fiscal Year 2020-21 Budget and CIP Process.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. Applicant Agent Resolution HMGP - CalOES 130
2. HMGP Resolution



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: October 6, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program Recognition and Budget Appropriations.

RECOMMENDATION

That the City Council approve and authorize the City Manager:

1. To recognize FEMA Hazard Mitigation Grant Program funding for the Mandalay Bay Seawall Retrofit Project (FEMA Project #DR-4353-47-41) in the amount of \$176,750.00 with a grant award of \$132,562.50 and an existing appropriation of City match of \$44,187.50 (Project No. 191601) from Waterway Assessment District Fund 12;
2. To recognize FEMA Hazard Mitigation Grant Program funding for the Central Trunk Sanitary Sewer Reconstruction Project (FEMA Project #DR-4707-431-097R) in the amount of \$217,466.00 with a grant award of \$163,100.00 and an existing appropriation of City match of \$54,366.00 (Project No. 206602) from WW Collection Fund 611; and
3. To approve budget appropriations for the FEMA Hazard Mitigation Grant Program to the corresponding projects as needed for these grants.

BACKGROUND

On July 10, 2018, City Council authorized the submittal of an application to the California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) for survey work, structural and retrofit design, procurement, and construction necessary to retrofit the seawalls at the Mandalay Bay development. The project will contribute to the protection of some of the 743 residential properties that rely on the 7.8 miles of seawalls that could be affected by an earthquake. The project is included in the City's Adopted Capital Improvement Program.

On June 18, 2019, City Council authorized the submittal of an application to the California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) for survey work, design, procurement and construction necessary to mitigate risks from future earthquake disasters, ensuring the future integrity of the sewer and rail lines and protecting the safety of railroad passengers and the continuity and regional resiliency provided by the rail freight supply lines. The project is included in the City's Adopted Capital Improvement Program.

CIP References:

Project No. **191601** - Mandalay Bay Seawalls, CIP 2020-2025 - Adopted June 16, 2020 - Page 93.

Project No. **206602** - Central Trunk Sewer Pipe Replacement, CIP 2020-2025 - Adopted June 16, 2020 - Page 218.

DISCUSSION

Mandalay Bay Seawalls Retrofit Project

In a FEMA letter dated June 24, 2020, the City received notification that the Mandalay Bay Seawalls Retrofit Project was approved for grant funding for design work in the amount of \$176,750.00. The grant award is for \$132,562.50 which is 75% of the total project cost. There is a 25% City match requirement of \$44,187.50 which has been identified.

Mandalay Bay is a residential waterfront development located in the southwest section of the City of Oxnard. The Mandalay Bay community covers an area of approximately 168 acres and is protected from the ocean by 7.8 miles of reinforced concrete seawalls. These 50 year old concrete seawalls are characterized by a variety of types and levels of deterioration, including horizontal and vertical cracking, corrosion of steel reinforcing bars, localized rotation displacements from their original constructed positions, as well as erosion of the seawall face in the tidal zone.

For this grant, the project is to structurally retrofit 1,110 linear feet of the Boise type seawalls located between 3804 and 4050 West Hemlock Street and 2000 Peninsula Road in Mandalay Bay. The proposed project includes constructing and installing 1,110 linear feet of a tieback system along the existing seawalls at the West Hemlock Street properties to encase and support the existing concrete seawalls. The design and construction methodology will increase the lifespan of the walls by 75 years, improve the wall capacities and seismic resilience of the walls, and avoid the hazardous impacts that could occur from seawall failure. These seawall sections protect 24 properties and the retrofitting will greatly reduce the potential for structural failure and collapse of the seawalls in the event of an earthquake. The seismic upgrade will not only reduce the risk of failure due to earthquake hazards, but will also reduce the increasing number of emergency repairs.

This stage of the project will consist of developing plans, specifications and estimates (PS&E) for the seawall retrofit. The PS&E will address structural, civil, and geotechnical aspects of the design of the repair alternative that is selected after the geotechnical investigations are completed. The PS&E development will utilize the recommendations of the geotechnical report, updated to reflect current code cycle seismic design parameters and requirements. After completion of Phase I, Phase II will be funded by FEMA and consists of Project Management, Bidding, Construction Management and Construction/Inspection.

Central Trunk Sewer Pipe Replacement

In a FEMA letter dated August 7, 2020, the City received notification that the Central Trunk Sanitary Sewer Reconstruction Project was approved for grant funding for design work in the amount of \$217,466.00. The grant award is for \$163,100.00 which is 75% of the total project cost. There is a 25% City match requirement amount of \$54,366.00 which has been identified.

The sewer pipeline that lies underneath the railroad tracks is part of the critical infrastructure of the Oxnard Wastewater Treatment Plant (OWTP). The Central Trunk Sanitary Sewer collects wastewater from the City's central corridor and is the oldest sewer trunk line within the City of Oxnard's service area, with portions of the pipeline dating back to the 1950s. Although the wastewater flows that are carried by this line are, on average, the lowest of the City's three (3) major trunk lines, the age and condition of the line make it the most vulnerable to failure. The area of concern is a 195-foot section of corrugated metal pipe (CMP) that crosses the UP right-of-way (ROW). The portion of UP ROW consists of 11 parallel tracks north of 5th Street between Rose Avenue and Oxnard Boulevard. This portion of the sewer serves approximately 20,000 people.

The existing sewer pipe, due to its age, is vulnerable to damage related to additional soil overburden due to heavy rainfall events. The rainfall experienced in the month of January of 2017 is associated with a 3 year monthly rainfall event. This rainfall event and related soil saturation led to the sewer pipe failure and associated sinkhole below the UP railroad tracks, resulting in a repair effort and cost of \$250,000, with a 13-day of loss of service. Such a failure in this critical section of pipe not only results in a loss of sewer service for multiple days but also presents a distinct hazard to railroad operations. Failures of this nature frequently result in sinkholes and related track failure, posing a risk of derailment to both passenger (Amtrak and Metro link) and freight trains. Such derailment could result in injury and loss of life, as well as hazards associated with the release of toxic or explosive chemicals from tanker cars. The rail lines also serve regional and statewide transportation, as critical supply lines before and after emergencies. Rail lines serve the Naval Base Ventura County as well as the Port of Hueneme. Maintaining the integrity and resilience of rail lines operation is of critical importance before, during and after hazards.

To address the risks during heavy rainfall events, the solution includes the construction of an overflow system that allows for the downstream and upstream systems to remain, while implementing a permanent solution that meets all UP setback and depth requirements. The proposed project would increase the useful life of this section of pipe by up to 50 years. The project would

occur in two phases. Phase I, funded by the current appropriation, will consist of Project Management, Design/Engineering and Environmental Review and Permitting. After completion of Phase I, Phase II will be funded by FEMA and consists of Project Management, Bidding, Construction Management and Construction/Inspection.

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 total cost for the design phase of the Mandalay Bay Seawalls Retrofit Project (Project No. 191601) is estimated at \$176,750.00 which includes the HMGP grant award of \$132,562.50 and City matching funds of \$44,187.50. Staff requests authorization to recognize and appropriate \$132,562.50 in HMGP grant funding to initiate Phase I of the Mandalay Bay Seawalls Project. There is sufficient budget from existing appropriation in the amount of \$44,187.50 from the Waterways Assessment District Fund, Project 191601 (account 121-9816-826.82-09) for the 25% match required.

The total cost for the design phase of the Central Trunk Sanitary Sewer Reconstruction Project No. 206602 is estimated at \$217,466.00 which includes the HMGP grant award of \$163,100.00 and City matching funds of \$54,366.00. Staff requests authorization to recognize and appropriate \$163,100.00 in HMGP grant funding to initiate Phase I of the project. There is sufficient budget from existing appropriation in the amount of \$54,366.00 from the Wastewater Operating Fund (account 611-6631-821-86-05) for the 25% City match required.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. BA -Hazard Mitigation Grant Seawall Proj and Central Trunk Repl Proj
2. FEMA Grant Approval - Mandalay Bay Seawalls - All Approval and Obligation
3. FEMA Grant Approval - Central Trunk - All Approval and Obligation
4. City Resolution No. 15,236 FEMA_HMGP Grant Application (Central Trunk)
5. City Resolution No. 15,157 FEMA_HMGP Grant Application (Seawalls)

REQUEST FOR BUDGET APPROPRIATION - FISCAL YEAR 20-21

Department: Public Works
Project/Program
Manager: Tatiana Arnaout

Date: October 6, 2020
Phone: 805-385-8341

Reason for Appropriation:

To recongize and appropriate FEMA HMGP grant award for Seawall Repairs Project - Phase 1 and Central Trunk Sewerpipe Replacement Project.

Accounts and Descriptions**AMOUNT**

Fund: **HOMELAND SECURITY GRANT (Fund 238)**

Revenues /Transfers In**Mandalay Bay Seawall Repairs (Project 191601)**

238-9816-531.72-01 FEDERAL & STATE SOURCES / FEDERAL GRANT REV. 132,563

Central Trunk Sewerpipe Replacement (Project 206602)

238-6631-531.72-01 FEDERAL & STATE SOURCES / FEDERAL GRANT REV. 163,100

Sub-total Revenues 295,663

Expenditures/Transfers Out**Mandalay Bay Seawall Repairs (Project 191601)**

238-9816-826.82-09 SERVICES-OTHER PROF/CONTRACT 132,563

Central Trunk Sewerpipe Replacement (Project 206602)

238-6631-826.86-04 IMPROVEMENTS NOT BLDG NEW 163,100

Sub-total Expenditures 295,663

Net Change to Fund Balance **0**

Net Appropriation Change **295,663**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

U.S. Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, CA 94607-4052



FEMA

June 24, 2020

Mark S. Ghilarducci, Director
Governor's Authorized Representative
California Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Reference: Application Approval, Phase One
HMGP #4353-47-41 – City of Oxnard
Mandalay Bay Seawall Retrofit - Supplement # 39

Dear Mr. Ghilarducci:

We reviewed the subapplication for the above-referenced Hazard Mitigation Grant Program (HMGP) project for City of Oxnard (subrecipient). We have determined that the project is eligible and based on the subrecipient's request, our decision is to approve a Phase One funding for the above-referenced project. We have determined technical and funding resources are necessary for the subrecipient to provide information for our review of eligibility.

The Phase One eligible costs are \$176,750. As shown in the Supplement #38 Obligation Report, we have obligated \$132,562.50. for up to 75% percent federal share; the non-Federal share match is \$44,187.50. These funds are available in Smartlink for eligible disbursements.

The Phase One approval and obligation of funds are subject to the following:

1. **Scope of Work (SOW)** – The project will retrofit the existing seawall at Mandalay Bay to prevent failure of seawalls due to severe deterioration of its current condition and during a design-level seismic event. Phase One will consist of the development of project designs and permitting review. Designs will be reviewed in Phase 2 prior to construction activities.

Phase One deliverables consist of: **(Provide Designs to FEMA at 7 months)**

- Project Management
- Design and Engineering (7 months)
- Environmental and permitting (18 months)

2. **Phase One Completion Date** – The work schedule in the application states the activity completion time frame is 18 months. We will annotate the Phase One completion date of December 24, 2021. Designs are anticipated to be completed in 7 months (January 24, 2021). Submit the designs when completed. Please inform the subrecipient that work completed after this date is not eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension.
3. **Budget Revisions, Cost Overruns and Underruns** - In accordance with the 2015 Hazard Mitigation Assistance Unified Guidance, Part VI D.3, when budget changes are made, all programmatic requirements continue to apply. Additional information regarding budget adjustments and revisions can be found in 2 CFR Part 200.308. The Recipient must obtain FEMA's prior written approval for any budget revisions.

Mr. Ghilarducci
June 24, 2020
Page 2

Cost overruns must be approved by FEMA Region IX before implementation and the subgrant must continue to meet programmatic eligibility requirements, including cost effectiveness and cost share. Additional information can be found in 2 CFR Part 200.

Upon completion of the Phase One, all remaining cost underruns must be applied to the Phase Two funding or de-obligated if the proposed project is not eligible.

4. **Phase Two Construction** – The subrecipient is not to initiate Phase Two activities such as contractor selection, and construction until FEMA provides written notification that the review process is completed, including compliance with the National Environmental Policy Act (NEPA) laws and regulations.
5. **Phase Two Completion Date** – If FEMA awards Phase Two construction funding for this project, award activities are expected to be completed within the HMGP Period of Performance (POP). The POP completion date for this disaster, 4344-DR-CA is April 2, 2023. Work completed after this date will not be eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule if there is no approved time extension.
6. **National Environmental Policy Act (NEPA)** – Phase One (Design) of this project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 and a7 have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
7. This award of funds is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions*, amended August 2018. Federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact me, or your staff may contact Linda Ortiz, Hazard Mitigation Assistance Specialist, at linda.ortiz@fema.dhs.gov.

Sincerely,

For
Juliette Hayes
Director
Mitigation Division
FEMA Region IX

cc: Jennifer Hogan, State Hazard Mitigation Officer
Robert Aguilar, Cal OES
Robin Shepard, Cal OES
Monika Saputra, Cal OES

Enclosures (4):
Supplement #39 Obligation Report
Project Management Report
Record of Environmental Considerations
Standard HMGP Conditions

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4353	41 -R	0	47	1	39	CA	Statewide

Subrecipient: Oxnard

Project Title : Oxnard, Mandalay Bay Seawalls Structural Retrofit

Subrecipient FIPS Code: 111-54652

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$132,562.50	\$132,562.50	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$132,562.50	\$0.00	\$132,562.50	06/23/2020	Accept	2020

Comments

Date: 06/23/2020 User Id: KMOJICA

Comment: Approved funding for Mandalay Bay Seawall Retrofit

Authorization

Preparer Name: KAREN MOJICA

Preparation Date: 06/23/2020

HMO Authorization Name: LINDA ORTIZ

HMO Authorization Date: 06/23/2020

_____ Authorizing Official Signature	_____ Authorizing Official Title	_____ Authorization Date
_____ Authorizing Official Signature	_____ Authorizing Official Title	_____ Authorization Date

HAZARD MITIGATION GRANT PROGRAM

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4353	41 - R	0	47	CA	Statewide

Subrecipient: Oxnard

FIPS Code: 111-54652

Project Title : Oxnard, Mandalay Bay Seawalls Structural Retrofit

Mitigation Project Description**Amendment Status :** Approved**Approval Status:** Approved

Project Title : Oxnard, Mandalay Bay Seawalls Structural Retrofit

Recipient : Statewide**Subrecipient :** Oxnard

Recipient County Name : Ventura

Subrecipient County Name : Ventura

Recipient County Code : 111

Subrecipient County Code : 111

Recipient Place Name : Oxnard

Subrecipient Place Name : Oxnard

Recipient Place Code : 0

Subrecipient Place Code : 54652

Project Closeout Date : 00/00/0000

Work Schedule Status

<u>Amend #</u>	<u>Description</u>	<u>Time Frame</u>	<u>Due Date</u>	<u>Revised Date</u>	<u>Completion Date</u>
0	Phase I: Design	.	00/00/0000	00/00/0000	00/00/0000
0	Notice of Sub-application Approval	1D	00/00/0000	00/00/0000	00/00/0000
0	Kick Off Meeting	1D	00/00/0000	00/00/0000	00/00/0000
0	Task 1: Project Management	18M	00/00/0000	00/00/0000	00/00/0000
0	Task 2: Design/Engineering	7M	00/00/0000	00/00/0000	00/00/0000
0	Task 3: Environmental Document Update and Permittin	18M	00/00/0000	00/00/0000	00/00/0000
0	Phase II: Construction	.	00/00/0000	00/00/0000	00/00/0000
0	Task 4: Project Management	16M	00/00/0000	00/00/0000	00/00/0000
0	Task 5: Bidding	2M	00/00/0000	00/00/0000	00/00/0000
0	Council Approval	1D	00/00/0000	00/00/0000	00/00/0000
0	Mobilization	1M	00/00/0000	00/00/0000	00/00/0000
0	Task 6: Construction Management	10M	00/00/0000	00/00/0000	00/00/0000
0	Task 7: Construction/Inspection	9M	00/00/0000	00/00/0000	00/00/0000
0	Demobilization	1W	00/00/0000	00/00/0000	00/00/0000
0	Project Close-out	1M	00/00/0000	00/00/0000	00/00/0000
0	Grant Close-out	3M	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$176,750	75.000000000	\$132,563	25.00000000	\$44,187

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req In	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
22	A	06/22/2020	06/22/2020	2020	2916866	12	\$132,562.50	\$0.00	\$380,812.50
Total							\$132,562.50	\$0.00	\$380,812.50

06/24/2020
2:37 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP AP-01 **ITEM #L-2**

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4353	41 - R	0	47	CA	Statewide

Subrecipient: Oxnard

FIPS Code: 111-54652

Project Title : Oxnard, Mandalay Bay Seawalls Structural Retrofit

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	06/23/202	06/23/2020	2020	3019818	0	39	\$132,562.50	\$0.00	\$132,562.50
Total								\$132,562.50	\$0.00	\$132,562.50

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-47-41 (Phase 1 - Design)

Title: Mandalay Bay Seawall Retrofit (Phase 1 - Design)

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment The City of Oxnard is proposing to retrofit the existing seawall at Mandalay Bay (34.18088, -119.22364) to prevent failure of seawalls due to severe deterioration of its current condition and during a design-level seismic event. Phase 1 will consist of the development of project designs and permitting review, and designs will be reviewed in Phase 2 prior to construction activities.

Phase 1 (Design) of this project has been determined to be Categorical Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - dcohen3 - 06/11/2020 23:41:54 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-47-41 (Phase 1 - Design)

Title: Mandalay Bay Seawall Retrofit (Phase 1 - Design)

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would affect waters, including wetlands, of the U.S.	
	Completed	Project may require Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	
	Completed	State administering agency requires consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	
	Completed	No adverse effect on floodplain and not adversely affected by the floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The proposed action is to provide funding to the subrecipient for Phase 1 design development, without any proposed physical disturbance. These actions would result in no impacts to endangered species. ESA review will need to be completed prior to implementing any subsequent phases of the project. The proposed scope of work for program design and development will not destroy or adversely modify suitable habitat and will not affect any other listed or proposed species. It is therefore determined the

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-47-41 (Phase 1 - Design)

Title: Mandalay Bay Seawall Retrofit (Phase 1 - Design)

Environmental Law/ Executive Order	Status	Description	Comment
			proposed action would have No Effect on listed species and consultation with the Services under Section 7 of the Endangered Species Act is not required. - dcohen3 - 06/11/2020 22:27:30 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project located in or near Essential Fish Habitat	
	Completed	Project does not adversely affect Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	The Project is for Phase 1 design/engineering only with no ground disturbance or other resource alteration. It complies with Stipulation I.A.7.f. (Assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding) of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), California State Historic Preservation Office (SHPO), and California Office of Emergency Services (Cal OES), signed October 29, 2019. Thus, the Undertaking does not require SHPO review, and FEMA has no further Section 106 responsibilities in accordance with 36 CFR § 800.3(a)(1). No ground disturbance is proposed with this undertaking. FEMA must be contacted prior to any change of the undertaking, including any potential need for ground disturbance (including borings or other test for geotechnical or other purposes) or destructive testing of the seawall to determine if further review

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4353-47-41 (Phase 1 - Design)

Title: Mandalay Bay Seawall Retrofit (Phase 1 - Design)

Environmental Law/
Executive Order

Status

Description

Comment

for Environmental and Historic Preservation compliance is needed. Phase 2 of the Project requires a separate review by FEMA for compliance with Environmental and Historic Preservation review, and the Subrecipient must provide project drawings, specifications, and other studies to FEMA for this review. - mnowick - 01/15/2020 17:39:48 GMT

Wild and Scenic Rivers Act
(WSR)

Completed

Project is not along and does not affect Wild
and Scenic River - Review concluded

CONDITIONS

Special Conditions required on implementation of Projects:

This Phase 1 review is for design and engineering services only, and does not include any ground disturbing activities or modification (including destructive testing) of the seawall or other resources. If any ground disturbing activities or modification (including destructive testing) of the seawall or resources is needed as part of Phase I, the Subrecipient must have FEMA's prior written approval evidencing FEMA's compliance with environmental and historic preservation requirements.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

\\R9li8a1\mitdata\$\05. HMA Grants Management\02. HMGP\HMGP Standard Conditions\Standard HMGP Conditions, August 2018.docx

U.S. Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, CA 94607-4052



FEMA

August 7, 2020

Mark S. Ghilarducci, Director
Governor's Authorized Representative
California Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Reference: Application Approval, HMGP #4407-431-079R
City of Oxnard, California
Central Trunk Sanitary Sewer Reconstruction – Phase One (Design/Engineering)
Supplement #54

Dear Mr. Ghilarducci:

The Federal Emergency Management Agency (FEMA) have approved and issued Hazard Mitigation Grant Program (HMGP) funds for the City of Oxnard (recipient), HMGP #4407-431-079R, Central Trunk Sanitary Sewer Reconstruction – Phase One (Design/Engineering).

The total eligible costs are \$217,466. As shown in the enclosed Obligation Report - Supplement #54, we have obligated \$163,100 for up to 75 percent federal share; the non-Federal share match is \$54,366. These funds are available in Smartlink for eligible disbursements.

This HMGP grant approval and obligation of funds are subject to the following:

1. **Scope of Work (SOW)** – The City of Oxnard will install a double barrel siphon and approximately 600 linear feet of pipe for the Central Trunk sanitary sewer system under the Union Pacific railroad tracks. The project will occur in two phases. Phase 1 will consist of design/engineering, environmental review, and permitting. Construction activities would occur during Phase 2, and an additional environmental review will be conducted prior to these activities.
2. **Budget Revisions and Cost Overruns** - In accordance with the 2015 Hazard Mitigation Assistance Unified Guidance, Part VI D.3, when budget changes are made, all programmatic requirements continue to apply. Additional information regarding budget adjustments and revisions can be found in 2 CFR Part 200.308. The Recipient must obtain FEMA's prior written approval for any budget revisions.

Cost overruns must be approved by FEMA Region IX before implementation and the subgrant must continue to meet programmatic eligibility requirements, including cost effectiveness and cost share. Additional information can be found in 2 CFR Part 200.

3. **Activity Completion Date** – The work schedule in the application states the Phase One completion time frame is 18 months. We will annotate February 7, 2022 as the project completion date. Please inform the subrecipient that work completed after this date is not eligible

Mr. Ghilarducci
August 7, 2020

for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension.

4. **Grant Period of Performance** – The POP is the period during which the Cal OES is expected to complete all subgrant activities and costs within the grant. For 4407-DR-CA, the POP ends no later than 36 months from the close of the application period or May 14, 2021. Additional extensions beyond the May 14, 2024 POP are approved by FEMA Headquarters. Please refer to Part VI.D.4 of the *Guidance* and advise the Subrecipient; FEMA may de-obligate Federal funds for any work not completed by **February 7, 2022** where no time extension is approved.
5. **National Environmental Policy Act (NEPA)** – Phase 1 (Design/Engineering) of this project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
6. This award of funds is subject to the enclosed *Standard Hazard Mitigation Grant Program Conditions*, amended August 2018. Federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact me, or your staff may contact Thomas Berry, Sr. Hazard Mitigation Assistance Specialist, at Thomas.Berry@fema.dhs.gov.

Sincerely,

For Juliette Hayes
Director
Mitigation Division
FEMA Region IX

cc: Jennifer Hogan, State Hazard Mitigation Officer
Emily Winchell, Cal OES
Robert Aguilar, Cal OES
Robin Shepard, Cal OES
Monika Saputra, Cal OES

Enclosures (4):
Obligation Report - Supplement #54
Project Management Report
Record of Environmental Considerations
Standard HMGP Conditions

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-431-079 (Phase 1)

Title: Central Trunk Sanitary Sewer Reconstruction (Phase 1 - Design)

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment The City of Oxnard proposes to install a double barrel siphon and approximately 600 linear feet of pipe for the Central Trunk sanitary sewer system under the Union Pacific railroad tracks. The project would occur in two phases. Phase 1 consisting of design/engineering, environmental review, and permitting. Construction activities would occur during Phase 2, and an additional environmental review will be conducted prior to these activities.

Phase 1 (Design/Engineering) of this project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - dcohen3 - 07/23/2020 20:44:18 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-431-079 (Phase 1)

Title: Central Trunk Sanitary Sewer Reconstruction (Phase 1 - Design)

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The proposed action is to provide funding to the subrecipient for Phase 1 design development funds, without any proposed physical disturbance. These actions would result in no impacts to endangered species. ESA review will need to be completed prior to implementing any subsequent phases of the project. The proposed scope of work for design development will not destroy or adversely modify suitable habitat and will not affect any other listed or proposed species. It is therefore determined the proposed action would have No Effect on listed species and consultation with the Services under Section 7 of the Endangered Species Act is not required. - dcohen3 - 07/23/2020 21:11:15 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	

21:21:03

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-431-079 (Phase 1)

Title: Central Trunk Sanitary Sewer Reconstruction (Phase 1 - Design)

Environmental Law/ Executive Order	Status	Description	Comment
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	The Undertaking complies with Stipulation I.A.7.f. (assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding) of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), State Historic Preservation Office (SHPO) and California Office of Emergency Services (Cal OES), signed October 29, 2019. Thus, the Undertaking does not require SHPO review, and FEMA has no further Section 106 responsibilities in accordance with 36 CFR § 800.3(a)(1). No ground disturbance is proposed. - dcohen3 - 07/23/2020 20:36:56 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-431-079 (Phase 1)

Title: Central Trunk Sanitary Sewer Reconstruction (Phase 1 - Design)

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

08/07/2020
15:35

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

HMGP-2020-0002-**ITEM #L-2**

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4407	79 -R	0	431	1	54	CA	Statewide

Subrecipient: Oxnard

Project Title : City of Oxnard, Reconstruction of the Central Trunk Sanitary Sewer

Subrecipient FIPS Code: 111-54652

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$163,099.50	\$163,099.50	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$163,099.50	\$0.00	\$163,099.50	08/07/2020	Accept	2020

Comments

Date: 08/07/2020 User Id: SSCOTT39

Comment: Approved Funding for Central Trunk Sanitary Sewer Reconstruction (Phase 1 Design)

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 08/07/2020

HMO Authorization Name: THOMAS BERRY

HMO Authorization Date: 08/07/2020

_____ Authorizing Official Signature	_____ Authorizing Official Title	_____ Authorization Date
_____ Authorizing Official Signature	_____ Authorizing Official Title	_____ Authorization Date

08/07/2020
3:36 PM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

ITEM #L-2
HMGP AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4407	79 - R	0	431	CA	Statewide

Subrecipient: Oxnard

FIPS Code: 111-54652

Project Title : City of Oxnard, Reconstruction of the Central Trunk Sanitary Sewer

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : City of Oxnard, Reconstruction of the Central Trunk Sanitary Sewer

Recipient : Statewide

Subrecipient : Oxnard

Recipient County Name : Ventura

Subrecipient County Name : Ventura

Recipient County Code : 111

Subrecipient County Code : 111

Recipient Place Name : Oxnard

Subrecipient Place Name : Oxnard

Recipient Place Code : 0

Subrecipient Place Code : 54652

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Phase 1: Design- (Entire Duration Phase One)	18 months	00/00/0000	00/00/0000	00/00/0000
0	Phase 2: Construction- (Entire Duration Phase Two)	16 months	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$217,466	75.000000000	\$163,100	25.000000000	\$54,366

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
19	A	08/07/2020	08/07/2020	2020	2928733	16	\$163,099.50	\$0.00	\$355,803.75
Total							\$163,099.50	\$0.00	\$355,803.75

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	08/07/202	08/07/2020	2020	3043579	0	54	\$163,099.50	\$0.00	\$163,099.50
Total								\$163,099.50	\$0.00	\$163,099.50

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
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7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
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12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
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Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

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CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,236
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER TO SUBMIT AN
APPLICATION FOR FEDERAL AND/OR STATE ASSISTANCE

WHEREAS, City Council Resolution No. 12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of applications to the California Governor's Office of Emergency Services for \$15,750,000 in Hazard Mitigation Grant Program funds regarding the Hazard Mitigation Grant Program to be used for the reconstruction of the central trunk sanitary sewer; the structural seismic retrofit of the Oxnard Performing Arts Center; and the structural seismic retrofit of City Hall.

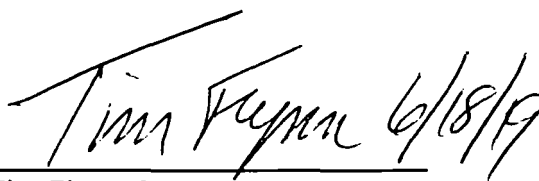
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that the City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, these applications and to file them with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A). The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 18th day of June, 2019, by the following vote:

AYES: Councilmembers Basua, Flynn, Lopez, MacDonald, Madrigal, Perello and Ramirez.

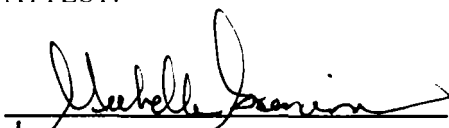
NOES: None.

ABSENT: None.


Tim Flynn, Mayor

APPROVED AS TO FORM:

ATTEST:


Michelle Ascencion, City Clerk


Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA
CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SERVICE
CAL OES 130 - INSTRUCTIONS

Cal OES Form 130 **Instructions**

A new Designation of Applicant's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.

When completing the Cal OES Form 130, Subrecipients should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

Name of Subrecipient: This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Service regarding grants applied for by the subrecipient. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.: City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. 15,157
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of applications to the California Governor's Office of Emergency Services for up to \$15,030,000.00 in Hazard Mitigation Grant Program funds regarding the Competitive Hazard Mitigation Grant Program, to be used for: an emergency backup generator at the City's Traffic Management Center; an emergency generator at the Police Department's headquarters; an emergency backup generator at the Del Norte Regional Recycling and Transfer Station; an emergency backup generator and electrical building construction at the Oxnard Wastewater Treatment Plant; a retrofit of the Mandalay Seawalls; the Santa Clara River Levee SCR-3 Phase II; and an emergency generator near the Oxnard Shores Neighborhood.

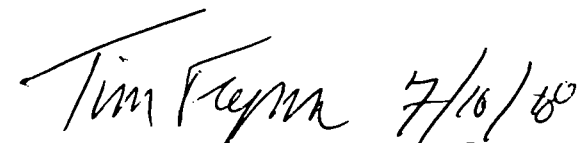
NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of an application by the Public Works Department regarding the Competitive Hazard Mitigation Grant Program and to approve submittal of seven grant applications by the City Manager for the aforementioned purposes. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 10th day of July, 2018 by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSENT: None.


Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:


Michelle Ascencion, City Clerk


Stephen M. Fischer, City Attorney

Mid-Cycle Update to the Five-Year Capital Improvement Program for Fiscal Years 2025-2029

City Council, May 20, 2025

Morgan Kessler, PE
City Engineer

That the City Council:

1. Hold a public hearing to approve and adopt updates to the 2025-2029 City of Oxnard Five-Year Capital Improvement Program;
2. Approve project budget appropriations of \$2,310,599 in Fiscal Year 2024-25 consisting of \$250,000 from the Circulation System Improvement Fee Fund (Fund 350, Subfund 8040) available fund balance for the Five Points Intersection Improvements Project C2208, \$1,050,000 from the Facilities Maintenance Internal Fees Fund (Fund 735) available fund balance for the Elevator Modernization Project C2602, \$7,415 from the Tax Allocation Bond (TAB) Fund (Southwinds Project Area, Fund 315) available fund balance for the Southwinds Bench and Trash Enclosures (C2330) and \$1,003,184 from the Tax Allocation Bond (TAB) Fund (Ormond Project Area, Fund 315) available fund balance for the Arterial Street Resurfacing Project C2205, as well as the corresponding Capital Outlay Fund (Fund 301) appropriation increase in the same amounts as noted in the financial impact section;

3. Approve a project budget appropriation transfer of \$201,375 from existing Cultural and Community Services General Fund (Fund 101) operating budget to the Elevator Modernization Project C2602, as well as the corresponding Capital Outlay Fund (Fund 301) appropriation in the same amount as noted in the financial impact section;
4. Authorize the Public Works Director, or designee, to submit a budget modification request for an additional \$4,488,171.50 in grant funds from the California Governor's Office of Emergency Services (Cal OES) and, if awarded, approve necessary budget appropriations for use in the Central Trunk Sewer Pipe Replacement Project (C2029);
5. Approve an interfund transfer reimbursement of \$341,960.14 from TAB Fund (Ormond Project Area Fund 315) to Road Maintenance and Rehabilitation Account (RMRA) Fund (Fund 185) for Fiscal Year 2023-24 street repairs related to the Hueneme Road Resurfacing Project C2205 and any necessary budget appropriations for the transfer;

6. Approve project budget unappropriations from various funds and subfunds as noted in the financial impact section; and
7. Approve the updates to the Fiscal Year 2025-26 Capital Improvement Program (CIP).

- June 4, 2024: City Council approved the 2025-2029 Five-Year Capital Improvement Program (CIP)
- Two year CIP (funding for FY 24-25 and 25-26) allows for better project planning and more efficient use of staff time
- City's CIP currently has approximately 127 funded projects
- Over the five years - total combined value of all projects, including prior appropriations, is approximately \$1.1 billion
- Requests for updates and new projects have been received since CIP adoption

Mid-cycle adjustments (2-year CIP) -

- Funding Modifications
 - Updated funding amounts and timelines
 - Better align with project progress and needs of project in current bidding environment
 - Update to correct for outside funds received by the City (i.e Grants and SRF)
 - Combining Five Points Intersection Projects
 - Due to similar scopes and needed work
- Alignment with Community Feedback
- Adding II projects
 - Eight with identified funding
 - Three without identified funding
- Compliance with regulatory requirements

Proposed additions with identified funding:

#	CIP Title	Page Number	Proposed Additions
1	John C. Zaragoza Oxnard Transit Center Signage	TBD	Project Description: Updating signage on the Oxnard Transit Center to reflect the name change of "John C. Zaragoza Oxnard Transit Center" as approved by City Council in December 2024 Project Funding*: \$200,000 from <i>Measure O Fund</i>
2	Advanced Alley Maintenance Program	TBD	Project Description: Apply asphalt repair and cape seal surfacing techniques (or similar) to treat alleyways with advanced deterioration. This project will bridge the existing gap between simple temporary alley maintenance (e.g. pothole repair) and full reconstruction. Approximately 10 centerline miles; locations determined based upon prioritization in Citywide Pavement Management Program Project Funding*: \$2,000,000 from Measure O Fund
3	Elevator Modernization - Various City Locations	TBD	Project Description: Several City elevators have exceeded their expected lifespan or require corrective maintenance beyond routine. Anticipated locations include: Civic Annex (300 West Third St.), Main Library East (251 S A St.), and Police Department (251 S. C St.). Project Funding*: \$1,050,000 from Facilities Internal Service Fee Fund (ISF) and \$201,375 in FY 24-25 from General Fund (Cultural and Community Services Operations)

Proposed additions with identified funding:

#	CIP Title	Page Number	Proposed Additions
4	Citywide HVAC Updates	TBD	Project Description: Several air handling systems across the City are beyond their useful life and/or require replacement to meet Environmental Protection Agency Rule 608 of the Clean Care Act and the 2006 California Global Warming Solutions Act, AB 32 refrigerant standards. Current priority locations: the South Oxnard Center; Police Department buildings at 251 C Street and 3001 Sturgis Rd. Project Funding*: \$1,100,000 in FY 25-26 from Facilities Internal Service Fee Fund (ISF)
5	Citywide Lighting Controls Updates	TBD	Project Description: Emergency lighting controls are outdated and do not work properly. This will address concerns for several City Buildings. Including: Main Library, South Oxnard Center, South Oxnard Branch Library, Service Center Project Funding*: \$100,000 in FY 25-26 from Facilities Internal Service Fee Fund (ISF)
6	Carriage Square/Eastwood Park	TBD	Project Description: May include as funding allows: Shade structures over picnic areas, rubberized walking path around perimeter of park, landscape improvements Project Funding*: \$424,000 in FY 25-26 from Quimby Fund

Proposed additions with identified funding:

#	CIP Title	Page Number	Proposed Additions
7	Hobson/Community Center Park East	TBD	Project Description: May include as funding allows: lighting, rubberized walking track, and landscape improvements. Project Funding*: \$454,000 in FY 25-26 from Quimby Fund
8	Five Points Park	TBD	Project Description: Develop and build a park design for the 2 vacant lots based on community input. Project Funding*: \$1,300,000 in FY 25-26 from Quimby Fund

- As of the drafting of the accompanying staff report, the Planning Commission has not reviewed the updates to the new CIP projects for General Plan conformity.
- Their review is scheduled for June 5, 2025.
- If needed, Staff will update the City Council on the outcome of the Planning Commission meeting.

Proposed additions without identified funding:

#	CIP Title	Page Number	Proposed Additions
1	Citywide Streetlight Repair	TBD	Project Description: This project involves the repair and replacement of City-owned street lights. Locations include, but are not limited to: Corridors: A Street between 3rd and 7th Street; Harbor Boulevard from San Clemente Avenue to Channel View Park; Oxnard Boulevard center medians between 3rd and 9th Street; Oxnard Shores beach paths. Bridges: Channel Islands Boulevard; Oxnard Boulevard, Rice Avenue, and Rose Avenue over US 101; Pleasant Valley Road over Rice Avenue; 3rd Street over UPRR. Parking lots: 520 S. Oxnard Boulevard; 615 S. Oxnard Boulevard; 644 S. Oxnard Boulevard. Rough Order of Magnitude Cost: \$12,000,000 Project Funding: Unidentified
2	Campus Park Perimeter Improvements	TBD	Project Description: Off-site improvements around the Campus Park vicinity such as street asphalt repairs, pavement markings and striping, sidewalk and ADA curb ramp work, and traffic signal modifications. Rough Order of Magnitude Cost: \$2,000,000 Project Funding: Unidentified
3	Bard Road Additional Street Lights Saviers to Rose	TBD	Project Description: Add additional street lighting to supplement existing SCE-owned lighting. Rough Order of Magnitude Cost: \$750,000 Project Funding: Unidentified

Additional Information -

- Projects awarded since CIP was approved:
 - PW 18-47 Rice Avenue/Fifth Avenue/Route 34 Grade Separation Project
 - Citywide Playground Replacement Project
 - 11 Playgrounds
 - PW 20-97R Oxnard Water System SCADA Improvement Project
 - PW 22-25R2 Eastern Trunk Sewer Manhole Rehabilitation Project
 - PW 22-47 OWTP Headworks VFD Replacement Project
 - PD 22-66 Police Emergency Backup Generator Replacement Project
 - PW 23-28 Restroom Improvement Project - College Estates Park Project
 - PW 23-35 Skatepark at Colonia
 - PW 23-70 Design Build RFP for Oxnard Tennis Center Project
 - PW 24-53 Bicycle & Pedestrian Facilities - Northeast Communities & Cloyne St
 - PW 24-92 Storm Drain Catch Basin Trash Excluder Project
 - CM 24-132 Citywide Wayfinding Sign Program
 - SD 25-23 Central Park Fountain Renovation Project

Additional Information -

- Completed projects since CIP was approved:
 - Street resurfacing
 - Hueneme Road
 - Gonzalez Road
 - Ormond Beach Neighborhood
 - Kamala Park & Bartolo Square
 - Fremont Alley Reconstruction
 - Roof Replacements
 - Wilson Senior Center
 - Oxnard Performing Arts Center
 - Sturgis Annex
 - South Oxnard Center
 - Perkins Road Parking Lot Improvements

Proposing to move funds to the current FY 2024-25 for the following:

CIP Project	Fund	FY 2024-25 Adopted CIP Budget	FY 2024-25 Revised CIP Budget	FY 2024-25 Variation
Five Points Intersection Improvements	Development Impact Fees	\$0	\$250,000	\$250,000
Elevator Modernization - Various City Locations	Facilities Internal Service Fee (ISF)	\$0	\$1,050,000	\$1,050,000
	General Fund	\$0 (CIP) \$201,375 Operations	\$201,375	\$0
Arterial Street Resurfacing	2006 TAB HERO/SW/Ormond	\$0	\$1,003,184	\$1,003,184
Southwinds Bench & Trash Enclosures	2006 TAB HERO/SW/Ormond	\$21,239	\$28,654	\$7,415

Reduce funds from listed projects per the table in the staff report during the current FY 2024-25

Other appropriations/changes will be part of the FY 2025-26 budget process, if necessary



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.1

DATE: May 20, 2025

TO: City Council

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

SUBJECT: Third Amendment to Agreement A-8368 with Toter, LLC for the Purchase of Residential Curbside Collection Carts and Parts. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. A-8368 with Toter, LLC in the amount of \$650,000 for a new total not to exceed \$2,735,000 and extend the term date to May 28, 2026, for the replenishment of curbside carts and parts.

(This item did not originate in Committee as this is an extension of an agreement previously approved by City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/y07V06Bjd08>

BACKGROUND

In order to provide uninterrupted, weekly collection of refuse, recyclables and green waste (organics) to approximately 34,000 residential customers in the City of Oxnard (City), the Environmental Resources Division (ER) must maintain a sufficient inventory of carts, lids, and parts. A sufficient inventory of carts must be maintained for cart exchange requested by the customer due to repair or replacement. Since 2011, the ER has standardized the use of Toter-manufactured for residential carts. Each year the ER Division provides an annual operating budget for new cart replacement and repair parts. Carts that cannot be repaired are replaced and sold for their recycled scrap value. Planned replacement varies from year to year depending on the inventory of cart types and sizes, customer usage and demand, residential development and economic growth.

In lieu of issuing a formal request for bid, staff utilized the City of Oxnard's membership in Sourcewell, a National Intergovernmental Purchasing Alliance program that enables government agencies to simplify and accelerate their procurement processes through competitive, pre-negotiated contracts. The City acquired new residential carts and parts through the Sourcewell contract #041521-TOT.

On November 16, 2021, the City Council approved Agreement A-8368 with Toter in the amount not to exceed \$750,000 for a three-year term ending December 31, 2024, for the purchase of residential carts and parts. On June 29, 2023, the City Council approved a First Amendment to Agreement No. A-8368 for a new total not to exceed \$1,525,000 and to extend the term ending from December 31, 2024, to May 28, 2025. On May 28, 2024, the City Council approved a Second Amendment to Agreement No. A-8368 for a new total not to exceed \$2,085,000 and to extend the term ending from December 31, 2024, to May 28, 2025.

Below is a history of Agreement A-8368 and the amendments:

Table 1

AGREEMENT A-8368	COUNCIL DATE	AMENDMENT AMOUNT	CUMULATIVE AMOUNT	TERM DATE
Original Agreement	November 16, 2021	NA	\$750,000	December 31, 2024
First Amendment	June 29, 2023	\$775,000	\$1,525,000	May 28, 2025
Second Amendment	June 18, 2024	\$560,000	\$2,085,000	May 28, 2025
<i>Third Amendment*</i>	<i>May 20, 2025</i>	<i>\$650,000</i>	<i>\$2,735,000</i>	<i>May 28, 2026</i>

**Pending City Council action*

DISCUSSION

The ER Division is responsible for the maintenance and repairs of approximately 103,500 residential carts. Typically, these carts are being replaced or repaired due to normal wear and tear. Sometimes, carts are replaced/repared due to vandalism, improper use, or accidental damage during the normal trash operations. When warranted, a replacement fee is charged to the account holder. The Third Amendment allows the Environmental Resources Division to continue to fulfill customer work orders for the replacement and repairs of carts and lids. Unreparable carts and lids are recycled and sold for scrap value.

Funds are used to purchase new carts and lids for new developments, fulfill extra service requests, and comply with state mandates such as SB 1383, which requires mandatory organics diversion. The cost of a new residential collection cart, including all wheels, parts, and a lid, is \$65.04 each (\$77.17 including tax, shipping, and handling). The cost of a replacement lid alone is \$21.84 each (\$24.33 including tax, shipping, and handling).

In Fiscal Year 2022-23 ER spent approximately \$599,486 on carts and lid replacements; has spent \$656,897 in Fiscal Year 2023-24; and has spent approximately \$497,826 as of April 2025. The request for \$650,000 is consistent with prior spending, as shown below:

ESTIMATED SPENDING PLAN				
ER Fund/Account	FY 22-23	FY 23-24	FY 24-25	FY 25-26
Environmental Resources Fund 631	\$599,486	\$656,897	\$497,827 YTD	<i>\$650,000*</i>

** Pending approval by the City of Oxnard City Council*

It should be noted, Toter, LLC warrants its wheeled carts for normal and intended use and service against operational failure caused by proven defective material or workmanship as follows: for the Rotomolded Container Body (refuse, recycle and organic carts) the warranty period is twelve (12) years from the date of original purchase; and ten (10) years from the date of purchase for all other standard components (wheels, bars, lid straps, etc). Toter, LLC warranty equally covers Toter Containers molded of either virgin resin or recycled content plastic materials. ER staff documents, takes photos, and submits Toter warranty items on a quarterly basis. Please note that in Fiscal Year 2025-26, the City has received a warranty on 496 carts, 12,011 lids, 42 wheels, and 2 axles. The City receives new carts and lids for approved warranty claims, which can help offset the purchase of additional carts and lids. Toter will provide new replacement carts

and lids for approved warranty claims and does provide an option for cash reimbursement whereby Toter will give 50% of the cost of the approved warranty claim for a defective cart and lid. Labor and installation are specifically excluded from this warranty.

Toter, LLC meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost of this Third Amendment to Agreement A-8368 with Toter is \$650,000 for a total new agreement value of \$2,735,000. Funding for this Agreement has been programmed in the Proposed Fiscal Year 2025-26 Budget from the Environmental Resources Fund 631 for the City Council's consideration.

COMMITTEE OUTCOME

This item did not originate in Committee as this is an extension of an agreement previously approved by City Council.

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. Third Amendment to Agreement A-8368
2. Original A-8368 through Second Amendment A-8368
3. Presentation

THIRD AMENDMENT TO TRADE SERVICES AGREEMENT

This Third Amendment (“Third Amendment”) to the Trade Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2025, by and between the City of Oxnard, a municipal corporation (“City”), and Toter, LLC (“Service Provider”). This Third Amendment amends the Agreement entered into on January 1, 2022, by City and Service Provider. The Agreement previously has been amended on June 29, 2023, by a First Amendment, and on June 18, 2024, by a Second Amendment.

City and Service Provider agree as follows:

1. The date “December 31, 2024” in Section 5 of the Cover Page of the Agreement is hereby amended to “May 28, 2026.”
2. The total agreement amount of \$750,000.00 in Section 6 of the Cover Page of the Agreement is hereby amended to state: “Not to exceed \$2,735,000.00”.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

TOTER, LLC

☒ Luis Mc Arthur, Mayor¹ _____ Date
☐ Jennifer Yates, Purchasing Agent² _____

 Laura P Hubbard, _____ Date
 Director of Municipal Sales

ATTEST:

 David Pelichet,³ _____ Date
 Vice President, Finance

 Lourdes A. López, City Clerk _____ Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen M. Fischer, _____ Date
 City Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

³ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 1, 2022
- (2) Vendor: Toter, LLC
- (3) Services: Vendor shall provide fully automated residential curbside containers and replacement parts as listed in Exhibit A - Sourcewell Contract No. 041521-TOT RFP # 041521 attached hereto and incorporated by this reference in full herein.
- (4) Schedule of Services: Vendor shall complete the services within the term of this Agreement.
- (5) Agreement Ending Date: December 31, 2024
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Eric Okada, Environmental Resources Supervisor
- (8) Vendor's Project Manager: Kellie Clark, Contract Manager
- (9) Insurance Coverage: INS- I
- (10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☒ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

Toter, LLC
841 Meacham Road
Statesville, North Carolina 28677
Attn: Kellie Clark, Contract Manager

FOR CITY:

City of Oxnard - Environmental Resources (ER) Division
111 South Del Norte Boulevard
Oxnard, CA 93030
Attn: Eric Okada, Environmental Resources Supervisor

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER'S:

Kellie Clark, kclark@toter.com
Maribel Ramos, mrmos@wastequip.com
CC: Rich Sedory, rsedory@wastequip.com

CITY'S PROJECT MANAGER:

Eric Okada, eric.okada@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- | | |
|---|--|
| ☒ Scope of Services Exhibit | ☒ Living Wage Policy Exhibit |
| ☒ Rates and Costs Exhibit | ☒ Prevailing Wages Exhibit |
| ☐ Schedule of Services Exhibit | ☒ Insurance Exhibit (INS-I) |
| ☒ Exhibit - A | |



AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the same Services, under similar quantities, delivery conditions and payment terms, pursuant to a Sourcewell Contract No. 041521-TOT RFP # 041521 ("Sourcewell Contract") related-agreement, having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 Vendor and its employees, agents and subcontractors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor 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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor 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.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by the City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor 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. Audits by the City shall be limited to no more than once per year. Vendor shall maintain all such records. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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 Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees 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. Vendor and its employees are not employees of City. Vendor 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. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, 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, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.
27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.
28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.
29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, pandemics, local disease outbreaks, public health emergencies, government imposed quarantines, the unavailability of labor or materials to the extent beyond the control of the party affected, fire, earthquakes, or other disasters.
32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.
33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant,

or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

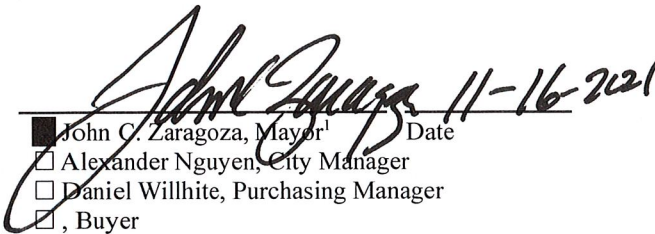
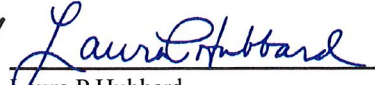
41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

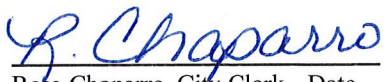
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

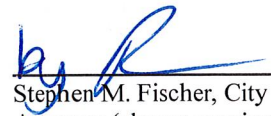
TOTER, LLC

 11-16-2021  August 19, 2021
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer
Laura P Hubbard
Director of Municipal Sales
Date

ATTEST:

 _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 _____ 8/24/21
Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

SCOPE OF SERVICES EXHIBIT

EQUIPMENT, PRODUCTS, OR SERVICES

1. Vendor shall provide the equipment, products, or services as stated in Exhibit A - Sourcewell Contract No. 041521-TOT

WARRANTY

1. The applicable warranty can be found in Section 2.B. of the Sourcewell Agreement referenced above.

RATES AND COSTS EXHIBIT

PRICING

1. Vendor shall provide pricing as stated in Exhibit A - Sourcewell Contract No. 041521-TOT
2. Vendor shall provide a line item pricing model that is comparable to other cooperative contracts
3. Quarterly price reviews shall be conducted based on current market resin costs, lowering when necessary to match the market.
4. Vendor shall provide incremental volume discounts in the pricing structure allowing flexibility with larger quantity discounts.

SHIPPING AND SHIPPING COSTS.

1. Vendor shall deliver equipment properly packaged and free from any damage. The City reserves the right to reject damaged equipment and products.
2. Vendor shall allow the equipment and products to be returned within a reasonable time at no cost to the City. If the damage is not readily apparent at the time of delivery, Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition

EXHIBIT- A

Sourcewell Cooperative Agreement No. 041521-TOT

Solicitation Number:RFP #041521 CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Toter, LLC, 841 Meacham Road, Statesville, NC 28677 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

TERM OF CONTRACT

EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

EQUIPMENT, PRODUCTS, OR SERVICES

EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract

PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax- exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax- exempt entity.

HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must

Identify the applicable Sourcewell contract number;

Clearly specify the requested change;

Provide sufficient detail to justify the requested change;

Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference

PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source. Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract

PUBLIC FACILITIES. Vendor's employees may be required to perform work at government- owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

PARTICIPATING ENTITY USE AND PURCHASING

ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

CUSTOMER SERVICE

PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

Maintenance and management of this Contract;

Timely response to all Sourcewell and Participating Entity inquiries; and

Business reviews to Sourcewell and Participating Entities, if applicable.

BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information

REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

Customer Name (e.g., City of Staples Highway Department);

Customer Physical Street Address;

Customer City;

Customer State/Province;

Customer Zip Code;

Customer Contact Name;

Customer Contact Email Address;

Customer Contact Telephone Number;

Sourcewell Assigned Entity/Participating Entity Number;

Item Purchased Description;

Item Purchased Price;

Sourcewell Administrative Fee Applied; and

Date Purchase was invoiced/sale was recognized as revenue by Vendor.

ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date

AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

INTELLECTUAL PROPERTY

Grant of License. During the term of this Contract:

Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

Use; Quality Control. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed

PERFORMANCE, DEFAULT, AND REMEDIES

PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.

Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

Nonperformance of contractual requirements, or A material breach of any term or condition of this Contract

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

Exercise any remedy provided by law or equity, or Terminate the Contract or any portion thereof, including any orders issued against the Contract

INSURANCE

REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

Umbrella Insurance. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provisions or endorsements must further provide that coverage primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

COMPLIANCE

LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non- federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

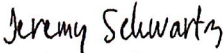
The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

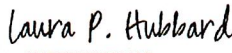
CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Toter, LLC

DocuSigned by:

C0FD2A139D06489...

DocuSigned by:

834FF567BB0940B...

By: Jeremy Schwartz

By: Laura P. Hubbard

Title: Chief Procurement Officer

Title: Director of Municipal Sales

Date: 5/24/2021 I 7:43 PM CDT

Date: 5/25/2021 I 10:46 AM CDT

Approved:

DocuSigned by:

7E42BBF817A64CC...

By: Chad Coquette

Title: Executive Director/CEO

Date: 5/25/2021 I 10:47 AM CDT

RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name:	Toter, LLC
Address:	
841 Meacham Road	
Statesville, North Carolina 28677	
Contact:	Kellie Clark
Email:	toterbids@toter.com
Phone:	800-424-0422 09584
Fax:	833-930-1124
HST#:	56-1362422

Submission Details

Created On:	Thursday February 25, 2021 07:42:29
Submitted On:	Thursday April 15, 2021 13:38:28
Submitted By:	Kellie Clark
Email:	toterbids@toter.com
Transaction #:	e18be8d7-0c74-4464-b735-48eb35840831
Submitter's IP Address:	173.92.230.77

Toter #041521-TOT

Pricing for contract #041521-TOT offers Sourcewell participating agencies the following discounts.

- Toter residential does not have set list pricing, therefore we are offering a line-item ceiling pricing model that is comparable to other cooperative contracts
- Toter Pro – 30% off list price

INSURANCE EXHIBIT

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. 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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that 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-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			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		

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

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

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____
Address: _____
Telephone: () _____

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

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE
(MM/DD/YY) _____

PRODUCER

Telephone: _____

NAMED INSURED

POLICY INFORMATION:

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

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER _____

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, 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.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: (____) _____ Date Signed _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

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 trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor 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, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, 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, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.



Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

20-C71290

FILED

In the office of the Secretary of State
of the State of California

JUL 08, 2020

This Space For Office Use Only

IMPORTANT — Read instructions before completing this form.

Filing Fee – \$20.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

TOTER, LLC

2. 12-Digit Secretary of State File Number

201221610026

3. State, Foreign Country or Place of Organization (only if formed outside of California)

NORTH CAROLINA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box

6525 MORRISON BOULEVARD SUITE 300

City (no abbreviations)

CHARLOTTE

State

NC

Zip Code

28211

b. Mailing Address of LLC, if different than item 4a

6525 MORRISON BOULEVARD SUITE 300

City (no abbreviations)

CHARLOTTE

State

NC

Zip Code

28211

c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box

City (no abbreviations)

State

CA

Zip Code

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b

Middle Name

Last Name

Suffix

b. Entity Name - Do not complete Item 5a

WASTEQUIP, LLC

c. Address

6525 MORRISON BOULEVARD SUITE 300

City (no abbreviations)

CHARLOTTE

State

NC

Zip Code

28211

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)

Middle Name

Last Name

Suffix

b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box

City (no abbreviations)

State

CA

Zip Code

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE
(C1592199)

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

TILT TRUCKS

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

9. The Information contained herein, including any attachments, is true and correct.

07/08/2020

MARTIN BRYANT

AUTHORIZED SIGNER

Date

Type or Print Name of Person Completing the Form

Title

Signature

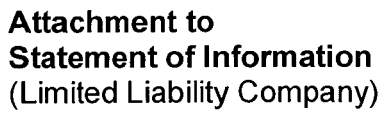
Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:



20-C71290

TOTER, LLC

201221610026

NORTH CAROLINA

[illegible]

Plastic Refuse and Recycling Containers with Related Technology Solutions

RFP #041521

Toter, LLC's Price List - Effective 8-5-2021

EVR™ CARTS PRICE LIST

MODEL	DESCRIPTION	TL QTY	UNIT PRICING			
			TL	300-TL	200-299	100-199
EVR II Universal/Nestable Carts						
79296	96 Gallon EVR II Universal/Nestable Cart	624	\$66.26	\$67.26	\$68.26	\$69.26
79264	64 Gallon EVR II Universal/Nestable Cart	864	\$57.39	\$58.39	\$59.39	\$60.39
79248	48 Gallon EVR II Universal/Nestable Cart	912	\$53.24	\$54.24	\$55.24	\$56.24
79235	35 Gallon EVR II Universal Cart	945	\$48.33	\$49.33	\$50.33	\$51.33
79232	32 Gallon EVR II Universal/Nestable Cart	945	\$47.10	\$48.10	\$49.10	\$50.10
79224	24 Gallon EVR II Universal Cart	950	\$43.07	\$44.07	\$45.07	\$46.07
79221	21 Gallon EVR II Universal Cart	950	\$42.87	\$43.87	\$44.87	\$45.87
79216	16 Gallon EVR II Universal Cart	496	\$57.09	\$58.09	\$59.09	\$60.09
EVR II Universal/Nestable Organics Carts						
79348	48 Gallon EVR II Universal/Nestable Organics Cart	912	\$56.34	\$57.34	\$58.34	\$59.34
79332	32 Gallon EVR II Universal/Nestable Organics Cart	945	\$50.20	\$51.20	\$52.20	\$53.20
79321	21 Gallon EVR II Universal Organics Cart	950	\$46.37	\$47.37	\$48.37	\$49.37
EVR I Universal & Automated Carts						
76596	96 Gallon EVR Universal Cart	636	\$66.21	\$67.21	\$68.21	\$69.21
76564	64 Gallon EVR Universal Cart	648	\$57.24	\$58.24	\$59.24	\$60.24
76535	35 Gallon EVR Universal Cart	1404	\$48.33	\$49.33	\$50.33	\$51.33
76532	32 Gallon EVR Universal Cart	1404	\$47.32	\$48.32	\$49.32	\$50.32
57596	96 Gallon EVR Automated Cart	636	\$65.71	\$66.71	\$67.71	\$68.71
57564	64 Gallon EVR Automated Cart	648	\$56.74	\$57.74	\$58.74	\$59.74
52535	35 Gallon EVR Automated Cart	1404	\$47.83	\$48.83	\$49.83	\$50.83
52532	32 Gallon EVR Automated Cart	1404	\$46.82	\$47.82	\$48.82	\$49.82
Specialty Carts						
76896	96 Gallon EVR Yardwaste Cart with Vents Only	636	\$70.21	\$71.21	\$72.21	\$73.21
76896	96 Gallon EVR Yardwaste Cart with Vents and Grid	528	\$90.67	\$91.67	\$92.67	\$93.67
76864	64 Gallon EVR Yardwaste Cart with Vents Only	648	\$61.24	\$62.24	\$63.24	\$64.24
76864	64 Gallon EVR Yardwaste Cart with Vents and Grid	648	\$74.81	\$75.81	\$76.81	\$77.81
77596	96 Gallon EVR Co-Collection Cart	336	\$159.15	\$160.15	\$161.15	\$162.15
77564	64 Gallon EVR Co-Collection Cart	360	\$126.44	\$127.44	\$128.44	\$129.44
79A96	96 Gallon EVR II Automated Bear Resistant Cart	135	\$244.10	\$244.10	\$245.60	\$247.10

MODEL	DESCRIPTION	TL QTY	UNIT PRICING			
			TL	300-TL	200-299	100-199
79A64	64 Gallon EVR II Automated Bear Resistant Cart	135	\$230.53	\$230.53	\$232.03	\$233.53
79B96	96 Gallon EVR II Bear-Tough Cart	210	\$212.58	\$212.58	\$214.08	\$215.58
79B64	64 Gallon EVR II Bear-Tough Cart	210	\$196.49	\$196.49	\$197.99	\$199.49
79B32	32 Gallon EVR II Bear-Tough Cart	456	\$141.75	\$141.75	\$143.25	\$144.75

ADDITIONAL INFORMATION

* Above unit prices do not include freight charges. Please contact your Toter Customer Satisfaction Department at (800) 424-0422 for a freight quote.

* Pricing includes the following standard solid colors - (#940) Green, (#705) Blue, (#125) Gray, (#270) Brown, (#200) Black. Also available are upscale Granite colors (for upcharge): (#968) Greenstone Granite, (#929) Toter Green Granite, (#769) Navy Blue Granite, (#709) Bluestone Granite, (#149) Dark Gray Granite, (#129) Graystone Granite, (#279) Browstone Granite, (#249) Sandstone Granite, (#209) Blackstone Granite.

* Toter's minimum quantity requirement is of 100 carts per model/size, color, markings and features.

* Prices do not include state and local taxes.

* Payment terms are Net 30 days after shipment pending credit approval.

* Delivery is subject to quantity and availability at the time of order entry.

* All prices are in USD.

Plastic Refuse and Recycling Containers with Related Technology Solutions

RFP #041521

Toter, LLC's Price List - Effective 8-5-2021

EVR[™] OPTIONS PRICE LIST

OPTION DESCRIPTION	UNIT PRICE
Cart Options	
Standard Solid Colors: (#940) Green, (#705) Blue, (#125) Gray, (#270 Brown), (#200) Black.	No Charge
Standard Granite Colors: Upscale Granite Bodies with (#200) Black Lids. Available Colors are (#968) Greenstone Granite, (#929) Toter Green Granite, (#760) Navy Blue Granite, (#709) Bluestone Granite, (#149) Dark Gray Granite, (#129) Graystone Granite, (#279) Browstone Granite, (#249) Sandstone Granite, (#209) Blackstone Granite.	\$1.00
Non-Standard Colors: Additional non-standard colors are available and can be quoted as required. Toter's non-standard colors are: (145) Midnight Gray, (240) Tan, (390) Yellow, (715) Hawaiian Blue, (718) Waste Blue, (760) Navy Blue, (925) Waste Green, (930) Dark Green. Minimum quantity of 500 units required for non-standard colors. Pricing varies depending on color and quantity.	Price On Request
Specialty and Custom Colors: Specialty and Custom Colors are available and can be quoted as required. Minimum quantity of 500 required for specialty or custom colors. Pricing varies depending on color and quantity.	Price On Request
Color Change Fee for Specialty and Custom Colors: Fee per order for any Specialty or Custom Colors.	Bodies \$300.00 Lids \$2,500.00
Snap-On Sunburst Wheels: 10" x 1.75" (nominal) with knobby treads and made from high density polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained by means of a center aligned axle journal claw which snaps into a groove that is a full weight bearing surface.	\$0.50
Quiet Cap Wheels: 10" x 1.75" (nominal) - high density polyethylene injection hub with a rubber "Quiet Cap" tread. The quiet cap deadens noise and provides improved slip resistance on smooth services. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with galvanized steel drive on pal nuts.	\$3.00
Quiet Cap Snap-On Wheels: 10" x 1.75" (nominal) - high density polyethylene hub with a rubber "Quiet Cap" tread. The quiet cap deadens noise and provides improved slip resistance on smooth services. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained by means of a zinc plated steel pin with stainless steel spring which snaps onto a retaining ring on the axle.	\$3.70
Cotter Pin and Washer Wheel Attachment: Wheels retained with galvanized washers and galvanized 1/8" cotter pins.	\$0.95
Aluminum Drive Rivet for EVR I Stop Bar:	\$0.25
110 Degree Lid Stop:	\$2.00
Lid Insert: User name imprinted in raised letters on front of lid.	\$0.25
Lid Hot Stamp: User name hot stamped on front or center of lid. Price is per hot stamp.	\$0.25
Body Hot Stamp: User name hot stamped in white on side of container body. Container can be hot stamped on both sides. Price is per hot stamp.	\$0.25

OPTION DESCRIPTION	UNIT PRICE
Die Charge: One time die charge on new graphics for Lid Inserts, Lid Hot Stamps, and Body Hot Stamps.	\$300.00
Mold-In Lid Graphics: 1-4 Colors. Minimum Order - 500 units. Price per graphic will vary depending on graphic detail, size, number of colors used, and quantity ordered. Contact Toter's Sales Service Department at (800) 424-0422 for a quote.	Price On Request
Mold-In Lid Graphic Die Charge: One time charge per graphic.	\$500.00
Bar Code/Serial Number Label: Minimum Order - 500 units. Consecutively numbered bar code labels affixed to the cart as an in-mold graphic, typically near the serial number on the front of the cart body. Pricing varies depending on specific requirements and quantity ordered.	Price On Request
Bar Code Set Up Fee: One time charge per bar code.	\$185.00
Ultra High Frequency (UHF) RFID Tag: Passive (No Battery), Read Only. Factory installed and embedded in handle of cart body.	\$1.00
Lids Assembled: Carts shipped lids factory installed. Only available for Models 79221, 79321, 79221, 79224, 79232, 79332, 79235, 79248, 79348, 79264, and 79296.	NO CHARGE
Wheels Assembled: Carts shipped with wheels or lids factory installed. Only available for Models 79232, 79332, 79248, 79348, 79264, and 79296.	\$1.00
Ready-to-Roll (Fully Assembled): Carts shipped completely assembled from factory. Only available for Models 79232, 79332, 79248, 79348, 79264, 79296.	\$1.50
Model VRI20: 20 Gallon Insert (Models 52532 and 76532 Only); Black	\$22.83
Model VRI10: 10 Gallon Insert (Model 79224 Only); Black	\$20.26
Additional Resin Weight in Cart: (Price Per Additional Pound)	\$1.79
Water Testing for Carts	Price on Request
Document Slot: 12" x 1" slot for documents cut in lid for easy deposit of paper/documents without opening lid. Ends of slot are radiused.	\$4.00
Can Collar: Can collar is 4½" diameter flexible rubber opening, securely mounted to the cart lid with a stainless steel mounting ring and stainless steel rivets. Designed for easy push through of beverage cans with raising lid.	\$12.00
Rubber Strap Latch 5": Attached to the lid, this latch hooks into the saddle to secure the lid in extreme winds and animal intrusions. For use with Models 76532 and 76564.	\$6.50
Rubber Strap Latch 9": Attached to the lid, this latch hooks into the saddle to secure the lid in extreme winds and animal intrusions. For use with Models 76596, 79296, and 76596.	\$7.50
DuraLatch (Modified Plastic Snap Latch): Attached to the lid to secure lid. For use with Models 79296, 79264, 79248, 79232, 79235, and 79224 (with Gen 2 lids only) in semi-automated and automated collection.	\$4.00
Economy Lock: Only fits Models 79296, 79264, 79248, 79232, and 76532 (with Gen 1 lids only). Lid is secured in the closed position by a high strength steel locking hasp. The hasp is permanently mounted on the cart and lid using steel rivets and washers. The hasp accepts standard, off the shelf padlocks.	\$12.65
Gravity Latch: Automatic release latch mechanism that allows cart lid to open when cart is tipped into dump position by the truck lift. Latch may also be triggered to open by the end user. Optional version is a key lock, best used in semi-automated collection. For use on Models 79296, 79264, 79248, and 79232. Will require additional lead time.	\$32.80
Spare Parts: 1% Spare Parts (Lids, Wheels, Stop Bars, and fasteners) shipped with each order.	\$0.20

* All prices are in USD.

FIRST AMENDMENT TO TRADE SERVICES

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of June 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Toter, LLC ("Vendor"). This First Amendment amends the Agreement entered into on November 16, 2021, by City and vendor.

City and Toter, LLC agree as follows:

1. The date "December 31, 2024" in section (5) of the Cover Page of the Agreement is hereby amended to state: "May 28, 2025"
2. The total agreement amount "\$750,000" in section (6) of the Cover Page of the Agreement is hereby amended to state: "Not to exceed \$1,525,000".
3. "A section 42 is added after section 41 in the agreement. Section 42 shall read:

Iran Contracting. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER is ineligible to submit a proposal for any contract with the CITY for goods or services of one million dollars (\$1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER 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 F and must be submitted with their proposal. Failure to do so may deem the proposal non-responsive."

4. As so amended, the Agreement remains in full force and effect.

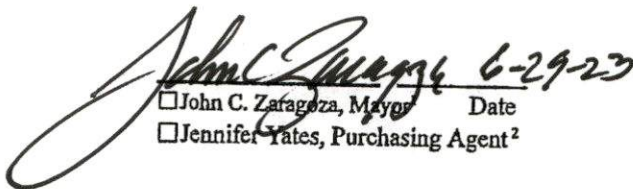
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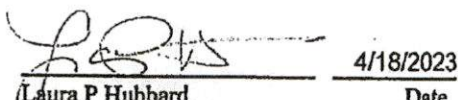
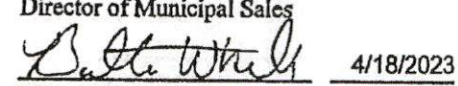
Agreement No. A-8368

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

TOTER, LLC

 6-29-23
☐ John C. Zaragoza, Mayor Date
☐ Jennifer Yates, Purchasing Agent²

 4/18/2023
Laura P. Hubbard Date
Director of Municipal Sales
 4/18/2023
Brittani Whitman Date
Vice President, Finance

ATTEST:

 6/29/23
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 6/29/2023
Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

SECOND AMENDMENT TO TRADE SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the Trade Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of June, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Toter, LLC ("Vendor"). This Second Amendment amends the Agreement entered into on November 16, 2021, by City and Vendor. The Agreement previously has been amended on June 29, 2023, by a First Amendment.

City and Vendor agree as follows:

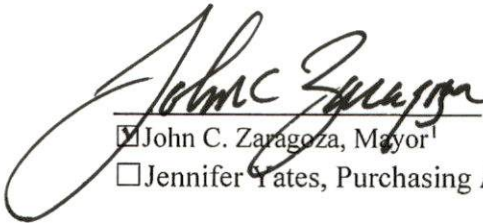
1. The amount in Section 6 of the Agreement is hereby amended to "\$2,085,000."
2. As so amended, the Agreement remains in full force and effect.

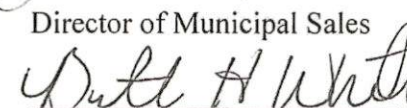
[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

TOTER, LLC

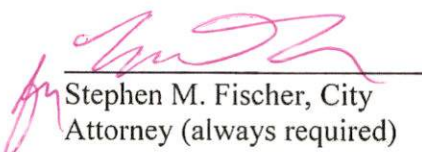
 6-18-24
☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

 4-16-2024
Laura P. Hubbard, Date
Director of Municipal Sales
 4-16-2024
Brittani Whitman,³ Date
Vice President, Finance

ATTEST:

 6/18/24
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 4/24/24
Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Third Amendment to Agreement A-8368 with Toter, LLC for the Purchase of Residential Curbside Collection Carts and Parts

City Council
May 20, 2025

Eric Zetz
Environmental Resources Division Manager

Recommendation

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. A-8368 with Toter, LLC in the amount of \$650,000 for a new total not to exceed \$2,735,000 and extend the term date to May 28, 2026, for the replenishment of curbside carts and parts.

Background

- In order to provide uninterrupted, weekly collection of refuse, recyclables and green waste (organics) to approximately 34,000 residential customers the Environmental Resources Division (ER) must maintain a sufficient inventory of carts, lids and parts
- On November 16, 2021 the City Council approved Agreement A-8368 with Toter in the amount not to exceed \$650,000 for a three-year term ending December 31, 2024 for the purchase of residential carts and parts

Background

- Staff utilized the City of Oxnard's membership in Sourcewell, a National Intergovernmental Purchasing Alliance program that enables government agencies to simplify and accelerate their procurement processes through competitive, pre-negotiated contracts.
- The City acquired new residential carts and parts through Sourcewell contract #041521-TOT.

Background

- Below is the history of Agreement A-8368 and the amendments:

AGREEMENT A-8368	COUNCIL DATE	CUMULATIVE AMOUNT	TERM DATE
Original Agreement	November 16, 2021	\$750,000	December 31, 2024
First Amendment	June 29, 2023	\$1,525,000	May 28, 2025
Second Amendment	June 18, 2024	\$2,085,000	May 28, 2025
<i>Third Amendment*</i>	<i>May 20, 2025</i>	<i>\$2,735,000</i>	<i>May 28, 2026</i>

**Pending City Council action*

Discussion

- ER Division is responsible for the maintenance and repairs of approximately 103,500 residential containers
- Toter warrants its wheeled carts (refuse, recycle and organics) for normal and intended use and service against operational failure
 - 12 years for carts
 - 10 years for all other standard components (Wheels, bars, lid straps, etc.)
 - Staff reconciles Toter warranty items on a quarterly basis



Discussion

- In Fiscal Year 2022-23 ER spent approximately \$599,486 on carts and lid replacements; has spent \$656,897 in Fiscal Year 2023-24; and has spent approximately \$497,826 as of April 2025.
- The request for \$650,000 is consistent with prior spending, as shown below:

ESTIMATED SPENDING PLAN				
ER Fund/Account	FY 22-23	FY 23-24	FY 24-25	FY 25-26
Environmental Resources Fund 6313632-52400	\$599,486	\$656,897	\$497,826 YTD	\$650,000*

**Pending approval by the City of Oxnard City Council*

- Toter, LLC meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

FINANCIAL IMPACT

- Cost for this Third Amendment to Agreement No. A-8368 with Toter is \$650,000 with a total not to exceed \$2,735,000
- Funding for this Agreement has been programmed in the Proposed Fiscal Year 2025-26 Budget from the Environmental Resources Fund 631 for the City Council's consideration

Questions?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.2

DATE: May 20, 2025

TO: City Council

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

SUBJECT: Public Project Agreement 32500499 with Blois Construction, LLC for Ventura Road And Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$5,937,896 in Project funds for the Ventura Road And Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119;
2. The Mayor to Execute an Agreement with Blois Construction, LLC in the amount of \$4,750,316 for the Project and a Project contingency amount of \$712,548 (~15%) for a total not to exceed value of \$5,462,864 for the Project;
3. A Project allocation amount of \$475,032 (~10%) for engineering, inspection, survey and project management for the Project; and
4. A budget appropriation of \$170,896 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount for this Project (C2309).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/emmDBM5h8wE>

BACKGROUND

The City of Oxnard owns, operates, and maintains over 400 miles of sanitary sewer mains that make up the City's sewer collection system. The City has identified two locations within the collection system where gravity sewer mains require replacement and upsizing.

The Project consists of furnishing all necessary labor, materials, equipment, and other incidental and appurtenant Work to replace sections of the existing aging and undersized sewer line along Rice Avenue between Latigo Avenue and Camino del Sol, and along Ventura Road between Doris Avenue and Little Farms Road. Both projects were identified in the Integrated Master Plan and staff performed field visits to confirm existing surcharging conditions. The following identifies the locations and expected improvements to be completed by the contractor.

Rice Avenue:

- Construct 1,900 linear feet (LF) of 24-inch sewer main
- Construct 7 polymer concrete manholes

- Abandon existing 18-inch sewer main and manholes
- Tie into existing sewer and reconnect existing laterals

Ventura Road:

- Construct 3,082 LF of 15-inch sewer main
- Construct 15 polymer concrete manholes
- Abandon existing 10-inch sewer main and manholes
- Tie into existing sewer and reconnect existing laterals

The work is tentatively scheduled to begin in the summer of 2025 and continue into late calendar year 2025 (120 working days) absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with the appropriate Neighborhood Councils to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

Capital Improvement Program (CIP) Reference:

Project No. **C2309** – Wastewater Collection: Gravity Main Improvements; Ventura Road And Rice Avenue Sewer Main Replacement Project - CIP 2025-2029 - Adopted June 4, 2024– Page 144.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) for this project was published on February 13, 2025, in the local newspaper. Additionally, the NIFB was posted on multiple online platforms, including Public Purchase who distributed 74 bid notifications, the City’s website, and was emailed directly to 39 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were opened on March 27, 2025, and the City received the following bids:

BLOIS CONSTRUCTION, LLC: \$4,750,316
 TORO ENTERPRISES, INC.: \$5,805,502
 SAM HILL & SONS, INC.: \$7,283,434

The lowest bidder is BLOIS CONSTRUCTION, LLC and its bid is responsive to the City’s NIFB. Following this determination, procurement staff reviewed all documentation received from Blois Construction, LLC and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Blois Construction, LLC.

The base bid of the project included the work items to complete the installation of new sections of gravity sewer mainlines as described in the background section of this staff report. Additionally, the bid packet requested pricing from bidders on possible additive items. These are items that, at the time of putting out the bid packet, staff was not certain would be awarded unless favorable bids were received. There were a total of two additive items. Additive Item 1 was for rock refill for pipe trench foundation stabilization and Additive Item 2 was for additional utility potholing.

The Project Manager recommends Council approve the project, including the base bid and all additive items.

In addition to the project award amount of \$4,750,316, Staff recommends authorizing \$1,187,580 for the project, which includes \$712,548 for project contingency (15% of the contract costs) and \$475,032 for the cost for engineering services and City staff (10% of the contract cost). The request for additional contingency is based upon unknown underground utilities that have impacted similar projects and the flexibility to work outside of normal business hours to accommodate traffic and adjacent capital improvement projects. Engineering services include the following activities during

construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$5,937,896.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$5,937,896, which includes the construction agreement, contingency and project allocation. The Ventura Road And Rice Avenue Sewer Main Replacement Project C2309 has an available project budget balance of approximately \$5,767,000 from the Wastewater Capital Fund (612) with a funding need of \$170,896. Staff is requesting a budget appropriation of \$170,896 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount to fund this Project (C2309).

The ongoing maintenance cost for this sewer main replacement project will have a positive impact on the Public Works Wastewater Operating Budget as a result of the elimination of spot-repairs needed on an aging sewer line.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement No. 32500499
2. Presentation

**CONSTRUCTION CONTRACT FOR
VENTURA ROAD AND RICE AVENUE SEWER MAIN REPLACEMENT PROJECT
SPECIFICATION NO. PW 23-119**

**BY AND BETWEEN
THE CITY OF OXNARD**

AND BLOIS CONSTRUCTION, LLC

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this _____ day of _____, 2025 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and BLOIS CONSTRUCTION, LLC (“Contractor”). Contractor’s license number is 256065. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the Ventura Road & Rice Avenue Sewer Main Replacement Project as more fully described in the bid package issued by the City for Specification No. PW 23-119 (the “Project”); and

WHEREAS, on February 13, 2025 the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized limited liability company in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the Oxnard City Council duly accepted Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:
1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
 2. Change Orders issued and approved by the City;
 3. Regulatory Permits as may be required by law;
 4. Bid Addenda issued by the City;
 5. Notice Inviting Bids and Instructions to Bidders;
 6. Special Provisions
 7. General Provisions
 8. Appendices
 9. Plans
 10. Bid Forms and attachment thereto;
 11. Performance Bond;
 12. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

- E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.
- F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
 - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

- A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.
- B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.
- D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Four Million, Seven Hundred and Fifty Thousand, Three Hundred and Sixteen Dollars, (\$4,750,316) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of one hundred and twenty (120) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.
- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed

by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

- C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
 - 1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 - 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
 - 1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
 - 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
 - 1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 - 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or

arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.

4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

- A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 1. Immediately discontinue the Work to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
 4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- C. Upon such termination, the Contractor will be paid without duplication for:
 1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
 2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
 3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

- D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent

with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

- A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:
1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
 2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
 4. fails to prosecute the Work according to the schedule approved by the Engineer,
 5. disregards laws or regulations of any public body having jurisdiction, or
 6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

- B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:
1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
 2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
 3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;
- C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on

file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.
- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
 1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct; and
 - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
 2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
 3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.
- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
 - 1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 - 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.
- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of two hundred and fifty dollars (\$250) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-G attached as Exhibit B to this Contract.

15. [RESERVED]

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:
 1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising

or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;

3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as

provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.”

20. REPORTS; BOOKS AND RECORDS; AUDIT

- A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.
- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and his or her designee(s) shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

- A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations,

inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

- A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: City of Oxnard
Public Works Department
305 W Third St, East Wing, 3rd Floor
Oxnard, CA 93030
Attn: Project Manager (PW 23-119 / 32500499)

TO CONTRACTOR: Blois Construction, LLC
3201 Sturgis Rd
Oxnard, CA 93030
Attn: James B. Blois

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.
- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract 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 of each of the relevant Parties. Each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

BLOIS CONSTRUCTION, LLC

☒ Luis Mc Arthur, Mayor¹ _____ Date
☐ Purchasing Agent

 James B. Blois, President ² _____ Date

 Craig Blois, Secretary _____ Date

ATTEST:

 Lourdes A. López, _____ Date
 City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen Fischer _____ Date
 City Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBITS

- Exhibit A:** Contractors Bid Proposal.
- Exhibit B:** Form INS-G: Insurance Requirements.
- Exhibit C:** Iran Contracting Act Certification Form completed by Contractor.
- Exhibit D:** [RESERVED] Disadvantaged Business Enterprises (DBE) and First Tier Subcontractors Form and Instructions. (not applicable)
- Exhibit E:** [RESERVED] Federal Grant Contract Addendum (not applicable)
- Exhibit F:** [RESERVED] Grant Master Agreement (not applicable)
- EXHIBIT G:** Grant of Non-Exclusive Right of Entry Agreement
- Bonds**

The corresponding exhibits and forms contained within follow.

EXHIBIT A

CONTRACTOR'S BID PROPOSAL

BID SCHEDULE

**VENTURA ROAD AND RICE AVENUE SEWER MAIN REPLACEMENT
PROJECT, SPECIFICATION NO. PW 23-119**

Bidder's Company Name: Blois Construction, LLC

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

BASE AMOUNT

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Extended Cost
1	Mobilization and Demobilization (Shall Not Exceed 5% of Total Base Bid)	1	LS		47,397.00
2	Utility Potholing	1	LS		53,970.00
3	Water Pollution Control Plan	1	LS		11,009.00
4	Traffic Control	1	LS		164,763.00
5	Temporary Sewer Bypassing	1	LS		324,368.00
6	Sheeting, Shoring, Bracing, and Excavation Safety	1	LS		258,142.00
7	24" F679 PS 46 PVC Sewer	2,000	LF	309.00	618,000.00
8	18" F679 PS 46 PVC Sewer	30	LF	1,442.00	43,260.00

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Extended Cost
9	16" C905 DR 18 PVC Sewer	400	LF	403.00	161,200.00
10	15" D3034 SDR 35 PVC Sewer	2,700	LF	306.00	826,200.00
11	12" D3034 SDR 35 PVC Sewer	4	LF	985.00	3,940.00
12	8" D3034 SDR 35 PVC Sewer	8	LF	326.00	2,608.00
13	Precast 48" Manhole, 6' to 8' Deep	17	EA	38,030.00	646,510.00
14	Precast 48" Manhole, 9' to 11' Deep	10	EA	29,584.00	295,840.00
15	Bore and Jack Launching Shaft	1	LS		60,087.00
16	Bore and Jack Receiving Shaft	1	LS		64,063.00
17	Install 36" Steel Casing	62	LF	2,560.00	158,720.00
18	Abandon 18" VCP Sewer	2,000	LF	8.00	16,000.00
19	Abandon 10" VCP Sewer	3,100	LF	7.00	21,700.00
20	Sewer Removal	1	LS		23,315.00
21	Manhole Removal	17	EA	14,782.00	251,294.00

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Extended Cost
22	Manhole Abandonment	6	EA	5,996.00	35,976.00
23	Pavement Restoration	16,000	SF	26.00	416,000.00
24	Miscellaneous Concrete Restoration	1	LS		75,450.00
BASE AMOUNT TOTAL:					\$4,579,816.00

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT COST	ADDITIVE ITEM 1 TOTAL AMOUNT
25	Rock Refill for Pipe Trench Foundation Stabilization	500	CY	221.00	\$110,500.00

ADDITIVE ITEM 2

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT COST	ADDITIVE ITEM 2 TOTAL AMOUNT
26.	Additional Utility Potholing	1	LS	\$60,000.00	\$60,000.00

TOTAL BID PRICE = BASE AMOUNT TOTAL

Lowest Bid will be determined on the basis of the lowest Base Amount Total without considering the amounts listed for the additive items.

TOTAL BID PRICE IN DIGITS: \$ 4,579,816.00

TOTAL BID PRICE IN WORDS: Four Million, Five Hundred Seventy-Nine Thousand, Eight Hundred Sixteen dollars & zero cent

Bidder's Company Name: Blois Construction, LLC

Signature: 

Title: President & Secretary

Print: James Blois & Craig Blois

Date: 3/27/25

Base Bid Price \$4,579,816.00

Additive Item 1 \$110,500.00

Additive Item 2 \$60,000.00

Contract Amount \$4,750,316.00

EXHIBIT B FORM INS-G: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract 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 Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 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 location 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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. 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
3. Contractor 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. Contractor 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 Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. 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-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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 Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for 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-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B**
COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 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

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____ (original signature required)

Telephone: () _____ Date Signed _____

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the aCity@)					
SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.		ISSUE DATE (MM/DD/YY)	
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ 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 ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE					
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		☐ Claims Made Retroactive Date _____ ☐ Occurrence		OTHER PROVISIONS	
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$			
		EACH OCCURRENCE	AGGREGATE		
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____				CLAIMS: Underwriter=s representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:					
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER					
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 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 ☐ Broker/Agent ☐ Underwriter ☐ _____		
			I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.		
			Signature _____ (original signature required)		
			Telephone: (____) _____ Date Signed _____		

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the City)		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ 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 ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
SAMPLE			
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter=s representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, 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. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the companys limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code (Any auto@); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 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 ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ _____ (original signature required) Telephone: () _____ Date Signed _____	

EXHIBIT C

IRAN CONTRACTING ACT CERTIFICATION FORM COMPLETED BY CONTRACTOR

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH BID)
 Public Contract Code Sections 2202-2208

VENTURA ROAD AND RICE AVENUE SEWER MAIN REPLACEMENT PROJECT
SPECIFICATION NO. PW 23-119

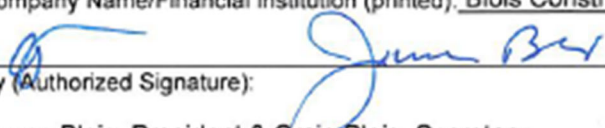
Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is 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): Blois Construction, LLC Federal ID Number (or n/a): 95-2393622

By (Authorized Signature): 

James Blois, President & Craig Blois, Secretary
 Printed Name & Title of Person Signing:

3/27/25
 Date Executed

Executed in the County of Ventura in the State of California

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 _____

EXHIBIT D

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST TIER
SUBCONTRACTORS FORM AND INSTRUCTIONS**

[NOT APPLICABLE]

EXHIBIT E
FEDERAL GRANT CONTRACT ADDENDUM
[NOT APPLICABLE]

EXHIBIT F
GRANT MASTER AGREEMENT

[NOT APPLICABLE]

**AGREEMENT MUST BE SIGNED BY AWARDED CONTRACTOR WHEN STAGING IN THE
CITY PROPERTY**

EXHIBIT G

**GRANT OF NON-EXCLUSIVE RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT BY
AND BETWEEN THE CITY OF OXNARD AND BLOIS CONSTRUCTION, LLC**

THIS RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT (the “Agreement”), is made and entered into by and between the City of Oxnard, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as the “Grantor”, and Blois Construction, LLC, a California limited liability company, hereinafter referred to as the “Grantee.” Grantor and Grantee are sometimes hereinafter referred to individually as “Party” and collectively referred to as the “Parties.”

RECITALS:

WHEREAS, the Grantor is the owner of certain properties located in the City of Oxnard, Assessor’s Parcel Numbers _____, as more particularly described in Attachment A attached hereto and incorporated herein by this reference (the “Subject Properties”); and

WHEREAS, _____ is planning to secure a temporary non-exclusive right of entry on City of Oxnard property; and

WHEREAS, _____ will procure an agreement with a contractor who will utilize the Subject Properties for staging of construction equipment, materials, office trailer, vehicle parking and portable restrooms with overnight security; and

WHEREAS, In light of the benefits of the _____ and in cooperation with _____, the Grantee is requesting the Grantor to permit the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents to enter upon the Subject Properties in order to use the Subject Properties, as well as any restoration thereto, in accordance with this Agreement; and

WHEREAS, the Grantor desires to permit the Grantee to enter upon and use the Subject Properties in accordance with the terms of this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND
PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

Section 1. GRANT OF RIGHT OF ENTRY

The Grantor hereby grants the Grantee a temporary non-exclusive right of entry upon the Subject Properties for the purpose of use for working, lay down and staging areas, including the right to locate construction trailers and construction equipment, storing equipment and materials; on the areas shaded in pink and blue on Attachment “A” attached hereto and made a part hereof, hereinafter referred to as “staging area.”

Section 2. GRANTEE'S RESPONSIBILITY

The Grantee shall, at its sole expense, perform, or cause to be performed, all of the services associated with installing, maintaining, operating, repairing, and removing any improvements necessary to make the Subject Properties suitable for safe use of Subject Properties, in a manner causing the least amount of interference with the Subject Properties, including, without limitation, taking reasonable precautions to assure the safety of persons and property on the Subject Properties.

The Grantee shall erect and maintain temporary fencing and gates with a locking device to enclose the areas of use, and shall remove such fencing and gates at the end of the term of this agreement.

The Grantee shall comply with all applicable laws, ordinances, and regulations pertaining to its use. Grantee is required under State and local law to re-stabilize any disturbed locations within the area of use in order to control soil erosion and sediment runoff at the conclusion of the use of the Subject Properties by Grantee.

The Grantee shall restore, replace, or repair, as applicable, any of the Grantor's property damaged or destroyed as a result of the Grantee's right of entry on the Subject Properties during the Term of this Agreement.

Section 3. INDEMNIFICATION

The Grantee shall indemnify, defend, and hold harmless the Grantor, and its respective officers, officials, employees, agents, representatives, and assigns from and against any and all actions, suits, proceedings, claims, demands, losses, costs, expenses, and judgments for any injury or damage of any type claimed that may involve the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents resulting from or arising out of this Agreement, except in the case of Grantor's gross negligence or willful misconduct

Section 4. COMPENSATION [Optional]

~~Monthly Base Rent. During the Initial Term, Grantee shall pay to Grantor as rent for the Subject Properties, the amount of _____ (\$____.00) per month (the "Monthly Base Rent"), for a total amount of _____ (\$____.00) as compensation for the Right of Entry use of Subject Properties. If Grantee extends the term of the Agreement, Grantee will pay Grantor Five hundred dollars (\$____.00) per month and shall continue thereafter per month or for any portion thereof.~~

Section 5. TERM

The Term of this Agreement shall commence on _____, _____ (the "Effective Date") and shall terminate on _____, _____ (the "Expiration Date").

However, if the work is not completed by the Expiration Date the right of entry shall be extended for thirty (30) calendar days after the Expiration Date of this Agreement, then Grantee's right to enter the Subject Properties for the purpose of performing the work shall expire on that date (the

“Extended Expiration Date”). A request to postpone the Expiration Date any further than the Extended Expiration Date shall be accompanied by revised proposed scope of services and shall require the prior written approval of the Grantor.

Section 6. TERMINATION OR SUSPENSION

If Grantee is in violation of the terms and conditions set forth herein, this Agreement may be terminated or suspended provided Grantor provides Grantee with written notice of such violation. Grantee shall have thirty (30) calendar days from the date of receiving said written notice of violation, to cure such violation. In the event Grantee fails to cure the violation within the time prescribed herein, Grantor has the right but not the obligation to terminate this agreement at which point Grantee shall remove all of Grantee’s or its contractors equipment materials and fencing, etc. and shall restore the Subject Properties to its original conditions.

Section 7. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 8. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

TO CITY:	City of Oxnard Public Works Department 305 W Third St, East Wing, 3 rd Floor Oxnard, CA 93030 Attn: Project Manager (PW 23-119 / 32500499)
TO CONTRACTOR:	Blois Construction, LLC 3201 Sturgis Rd Oxnard, CA 93030 Attn: James B. Blois

b. Notices and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

c. The parties to this Agreement may change their notification addresses from time to time upon written notice to one another.

Section 9. INSURANCE

14. INSURANCE

Grantee shall procure and maintain at its own expense at all times during the period covered by this Agreement the following policies of insurance as approved by the City’s Risk Manager as set forth in INS-G attached.

Section 10. INTERPRETATION

Any rule of construction which states that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Section 11. WAIVER

a. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective, unless executed in writing and signed by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 12. 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 of the provisions described under the respective caption or heading.

Section 13. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 14. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 15. RIGHTS AND REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 16. MUTUAL COOPERATION

The parties hereto agree that they will each cooperate with the other, and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this Agreement, and shall make diligent response to inquiries and requests for information from the other party.

Section 17. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable Court of competent jurisdiction in the County of Ventura, California.

Section 18. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 19. AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

Section 20. COUNTERPARTS

This Agreement may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of _____, 2025.

GRANTOR

GRANTEE

The City of Oxnard

By: _____
Public Works Director

By: _____

Its: _____

Approved as to Form

By: _____
Stephen Fischer
City Attorney

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to BLOIS CONSTRUCTION, LLC, 3201 STURGIS ROAD, OXNARD, CA 93030 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as VENTURA ROAD AND RICE AVENUE SEWER MAIN REPLACEMENT PROJECT SPECIFICATION NO. PW 23-119.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Four Million, Seven Hundred and Fifty Thousand, Three Hundred and Sixteen Dollars (\$4,750,316.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to BLOIS CONSTRUCTION, LLC, 3201 STURGIS ROAD, OXNARD, CA 93030 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as VENTURA ROAD AND RICE AVENUE SEWER MAIN REPLACEMENT PROJECT SPECIFICATION NO. PW 23-119.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Four Million, Seven Hundred and Fifty Thousand, Three Hundred and Sixteen Dollars (\$4,750,316.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Agreement 32500499 with Blois Construction, LLC for Ventura Road And Rice Avenue Sewer Main Replacement Project, Specification No. PW 23- 119

City Council
May 20, 2025

Tim Beaman, PE
Assistant Director of Public Works

That the City Council approve and authorize:

1. A total of \$5,937,896 in Project funds for the Ventura Road And Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119;
2. The Mayor to Execute an Agreement with Blois Construction, LLC in the amount of \$4,750,316 for the Project and a Project contingency amount of \$712,548 (~15%) for a total not to exceed value of \$5,462,864 for the Project;
3. A Project allocation amount of \$475,032 (~10%) for engineering, inspection, survey and project management for the Project; and
4. A budget appropriation of \$170,896 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount for this Project (C2309).

- The City of Oxnard owns, operates, and maintains over 400 miles of sanitary sewer mains that make up the City's sewer collection system.
- The Integrated Master Plan identified two locations within the collection system requiring replacement and upsizing:
 - Rice Avenue between Latigo Avenue and Camino del Sol
 - 1,900 LF of 24-inch sewer main
 - Ventura Road between Doris Avenue and Little Farms Road
 - 3,082 LF of 15-inch sewer main
- Staff performed field visits to verify existing surcharging conditions.





- Notice Inviting Formal Bids for this project was published on February 13, 2025
 - Local newspaper
 - Public Purchase
 - City's website
 - 39 contractors
- Three bids were submitted with Blois Construction being the lowest responsive bidder:
 - Blois Construction: \$4,750,316
 - Toro Enterprises: \$5,805,502
 - Sam Hill and Sons: \$7,283,434

The total cost for this Project shall not exceed \$5,937,896, which includes the construction agreement, contingency and project allocation.

The Ventura Road And Rice Avenue Sewer Main Replacement Project C2309 has an available project budget balance of approximately \$5,767,000 from the Wastewater Capital Fund (612) with a funding need of \$170,896.

Staff is requesting a budget appropriation of \$170,896 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount for this Project (C2309) to fund this Project.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: May 20, 2025

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Police Department 2024 Annual Military Equipment Use Report. (15 minutes)

RECOMMENDATION

That the City Council:

1. Receive the Police Department's annual report concerning its inventory and use of military equipment, in accordance with Government Code sections 7070-7075.
2. Approve the renewal of City of Oxnard Ordinance 3014, which is codified in Oxnard City Code Section 2-212 as the City's "Military Equipment Policy" as required by Government Code section 7071 (e)(1).
3. Approve the continuing authorization for the funding, acquisition, and use of military equipment by the Oxnard Police Department's military equipment inventory as required by Government Code section 7071 (e)(2).
4. Approve the acquisition and use of the following military equipment items:
 - a. Five (5) 40mm projectile launchers
 - b. Twenty-four (24) .223 caliber rifles

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/QcElqaAVw2M>

BACKGROUND

On January 1, 2022, California Assembly Bill 481 (AB 481) was codified in Government Code sections 7070 through 7075. AB 481 mandates Law Enforcement Agencies (LEA) to obtain approval from their governing body via the adoption of a "military equipment" use policy by ordinance before the LEA funds, acquires, or uses such equipment. This is specified in Government Code section 7071(a)(1)(A-G).

On June 7, 2022, the Oxnard City Council adopted the Oxnard Police Department Military Equipment Use Policy to allow the Oxnard Police Department to use the equipment specified therein. This policy exists as City of Oxnard Ordinance 3014 (Ordinance), which is codified in Oxnard City Code Section 2-212, and in section 708 of the *Oxnard Police Department's Policy Manual*, and went into effect on July 6, 2022. The Ordinance can be found as Attachment (B) to this report, and *Oxnard Police Department's Policy Manual* section 708 as Attachment (C).

Government Code section 7071(e)(1) requires that a governing body, in this case the Oxnard City Council, review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment, and vote on whether to renew the ordinance at a regular meeting.

Government Code section 7071(e)(2) states that a governing body, in this case the Oxnard City Council, shall determine, based on the submitted annual military equipment report submitted whether each type of military equipment identified in that report has complied with the standards for approval. Per Government Code 7071(d)(1)(A-D), the required standards for approval are:

- The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Annual Military Equipment Report (Attachment A)

California Government Code 7072 (a)(1-6) requires, after receiving approval for its military equipment use policy, the LEA to submit an annual military equipment report providing certain required information for each type of military equipment approved by the governing body for as long as the equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- The quantity possessed for each type of military equipment.
- A summary of how military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning military equipment.
- The results of any internal audits, information about violations of military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Police Department's "Military Equipment" Inventory

Government Code section 7070(c)(1-16) defines "military equipment" and lists fifteen (15) specific categories that are considered "military equipment." The Oxnard Police Department possesses and/or uses equipment from only seven (7) of these categories. The annual report cites an eighth category, for equipment that the Police Department does not actually possess, but is deployed by another LEA when requested to assist. The categories and specific equipment currently used by the Oxnard Police Department are listed below and are further described in the attached "Military Equipment Inventory."

Below is a summary of the Oxnard Police Department's military equipment inventory. The equipment is listed in accordance with the Government Code sections that govern its designation as "military equipment." Additional details are in *Oxnard Police Department Policy Manual* section 708, included as an attachment to this report.

7070(c)(1): Unmanned, remotely piloted, powered aerial or ground vehicles.

- Unmanned aerial vehicles (Drones): 7
- Unmanned aerial vehicle (drone) usage: There were 180 drone deployments in 2024, broken down as follows:

- 58 for field operations support (area searches)
- 49 for tactical assist (SWAT operations)
- 19 for crime scene documentation
- 17 for special events support
- 911 for area mapping
- 13 Drone as a First Responder (Test Program)
- 13 for training
- Remotely piloted ground vehicles: 2
- Remotely piloted ground vehicle usage: Three (3) deployments in 2024.
- Cost: \$12,433.87 initial purchase.

7070(c)(3): High mobility multipurpose wheeled vehicles (HMMWV), called Humvees, two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles with a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

- Lenco® Bearcat armored rescue vehicles (ARV): 2
- ARV usage: There were 48 ARV deployments in 2024, broken down as follows:
 - 3 for responses to armed subjects and patrol assists
 - 25 for search warrants
 - 20 for community engagement events
- Annual cost: \$1,100 estimated average annual maintenance per unit in 2024.

7070(c)(4): Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

- The Oxnard Police Department does not possess any equipment from this category in its inventory.
- However, the Ventura County Sheriff's Office possesses a tracked armored skid steer loader (referred to as "The Rook"), which is available to assist other agencies in the County, including Oxnard. Pursuant to Government Code section 7071(a)(1)(D), an LEA must obtain approval from the governing body when "Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body."
- Rook usage: In 2024, the Ventura County Sheriff's Office assisted the Oxnard Police Department on one (1) occasion, for a SWAT warrant service.
- There were no complaints received concerning the use of this equipment.
- There were no violations of policy concerning the use of this equipment.
- Annual cost: Zero (0) cost to the City of Oxnard in 2024.

7070(c)(5): Command and control vehicles that are either built or modified to facilitate public safety units' operational control and direction.

- Total number of command and control vehicles: 13
 - Large mobile command vehicles: 2
 - Vans: 2
 - DUI enforcement command trailer: 1
 - Police Ford Explorer forward command post vehicles: 8
- Command and control vehicle usage: There were 213 deployments in 2024, broken down as follows:
 - 180 times for the Drone unit van.
 - 18 times for the large mobile command post (major crimes and community events).
 - 15 times for the traffic unit
- Annual cost: Approximately \$63,400 for the 13 vehicles each year (fuel and maintenance).

7070(c)(7): Battering rams, slugs, and breaching apparatuses that are explosive in nature.

- Frangible breaching shotguns: 2
- Breaching shotgun usage: Zero (0) times throughout the year.
- Annual cost: No associated costs with this item in 2024.

7070(c)(10): Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard-issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

- Total number of specialized firearms: 190
 - Remington .308 caliber rifles: 5
 - Accuracy International AT .308 caliber rifles: 6
 - Colt .223 caliber rifles: 107
 - Sionics .223 caliber rifles: 72
- Rifle usage: The Police Department deployed rifles in 87 incidents in 2024, and these were limited to the pointing of firearms only. There was (1) instance of Oxnard Police Department personnel discharging a rifle of this type at a member of the public. This occurred on October 21, 2024 during an officer-involved shooting in the 3700 block of Leeward Way. A *Critical Incident Community Briefing* with more information is available to the public at: <https://www.youtube.com/watch?v=rzDvYk2cSHw>
- Annual cost: No .223 rifle ammunition was purchased in 2024. Rifle maintenance was approximately \$1,200. .308 caliber rifle ammunition cost \$10,588. Maintenance was unnecessary since the *Accuracy International AT* rifles were purchased in 2024.

7070(c)(12): “Flashbang” grenades and explosive breaching tools, ‘tear gas,’ and ‘pepper balls,’ excluding standard, service-issued handheld pepper spray.

For clarification, the term “flashbang” is commonly used to refer to “light, sound, diversionary devices” (LSDD). “Tear gas” is the term commonly used to describe 2-chlorobenzalmalononitrile gas, also referred to as “CS.” The Police Department’s inventory includes:

- Combined Tactical Systems (CTS) LSDD: 164
- CTS 5230B CS gas canisters: 31
- Defense Technology Triple Chaser CS gas: 12
- Defense Technology Spede-Heat CS gas: 12
- Defense Technology CS Ferret rounds: 10
- Defense Technology OC/CS vapor: 9
- Defense Technology OC vapor: 17
- Defense Technology 6320 and 6322 40mm Short Range CS Rounds 20
- Pepperball launchers: 13
- Flashbang usage: The Police Department deployed flashbangs 30 times in 2024.
 - It is important to note that flashbangs deployed alone, without other equipment, successfully gained suspect compliance on 27 of the 30 occasions, eliminating the necessity for any additional force tactics.
- Annual cost: \$4,408.18 for 2024 replenishment costs.
- Gas usage: The Police Department deployed CS gas 4 times in 2024, under the following circumstances:
 - 2 for a barricaded suspect in a vehicle, in which the suspect refused to exit their vehicle.
 - 2 for warrant services where the suspects refused to exit their residences.
- Annual cost: \$2,173 for 2024 replenishment costs.
- Pepperball usage: 7 times throughout the year.
 - In all 7 instances, the device was successfully used to take a non-compliant suspect into custody.

- Annual cost: No associated costs with this item in 2024.

7070(c)(14): The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

- *Penn Arms* 40mm less lethal projectile launchers: (21)
 - 11 direct impact sponge CS rounds
 - 10 direct impact sponge OC rounds
- 40mm projectile usage: Zero (0) times throughout the year.
- Annual cost: No associated costs with this item in 2024.
- *Remington* 870 less lethal (“bean bag”) shotguns: 22
 - Less lethal shotgun usage: 3 times in 2024.
 - The less lethal shotgun was deployed in an attempt to take a non-compliant suspect into custody.
 - Annual cost: No associated costs with this item in 2024.

The Oxnard Police Department intends to maintain a sufficient stock of specific equipment to maintain standards and operational readiness. The Police Department routinely orders replacement stock to maintain the levels of equipment enumerated in the “Military Equipment Inventory.”

Additional Reported Information

Government Code section 7072(a)(1-6) requires the Police Department to annually report additional information, beyond inventory quantities, related to its “military equipment.” Below is a summary of the annual use of the Police Department’s inventory, complaints, policy violations related to the equipment, annual costs, and financial impacts related to the equipment:

- Inventory: Quantities of this equipment are stated in an attachment to *Oxnard Police Department Policy Manual* section 708 (Included as attachment C)
- Complaints: There were no specific community complaints or concerns received involving specific deployments of the Police Department’s “military equipment” in 2024.
- Violations of Policy: There were no violations of *Oxnard Police Department Policy Manual* section 708 (Military Equipment Policy).

To ensure the accuracy of the data, both the Special Operations Division Commander and the Professional Standards Division staff track the use of equipment that meets AB 481’s definition of “military equipment.” This ensures proper usage and tracking of deployments.

Ongoing maintenance and replacement costs for all the equipment are included in the Police Department’s budget and continue to be accounted for there. Expenditures for such equipment are appropriate and seek to minimize the impact on Oxnard’s General Fund. The Police Department makes a conscious effort to fund replenishment and new additions with Asset Forfeiture Funds (AFF) and/or Supplemental Law Enforcement Services Funds (SLESF), which do not affect the City’s General Fund.

Need for Equipment Authorization

AB 481 requires the governing body’s approval of this annual report. The equipment listed in the annual report and used by the Oxnard Police Department is necessary for public safety operations, and there are no other practical alternatives that can achieve the same community safety objectives.

A significant amount of the Police Department’s “military equipment” items are “less lethal” devices that are designed to provide force options that serve to avoid the use of lethal force. As such, the equipment’s use and accompanying policies safeguard the public’s welfare, safety, civil rights, and civil liberties.

Requested Equipment Acquisitions (from “Recommendation” above)

The Police Department is requesting the City Council’s authorization to make the following “military equipment” acquisitions:

1. The Police Department intends to acquire five (5) additional 40mm projectile launchers. These less lethal tools allow officers to engage violent, potentially armed suspects from a safe distance, allowing officers to attempt de-escalation techniques. These types of less-lethal projectiles often prevent officers from using lethal force. The total cost to purchase these 40MM launchers is approximately \$9,686.40, which will be paid using Asset Forfeiture Funds (AFF) and Supplement Law Enforcement Services Fund (SLESF). There would be no impact on the City’s General Fund.



Penn Arms 40mm projectile launchers (single and four-shot models)

3. The Police Department intends to replace/acquire twenty-four (24) .223 caliber rifles for the department’s Patrol Bureau. The rifles currently assigned to the patrol Bureau are over twenty years old, significantly exceeding their expected lifespan under patrol team conditions, rendering them overdue for replacement. The Patrol Bureau needs rifles for increased firepower and accuracy in situations that require the ability to engage targets at longer distances, penetrate barriers, and effectively address threats, while minimizing risk to officers and members of the public. These rifles also provide a tactical advantage in addressing high-risk scenarios such as active shooter situations or dealing with heavily armed suspects, allowing patrol officers to maintain control and respond decisively to potential threats. The total cost to purchase these rifles is \$47,945 and will be paid using Asset Forfeiture Funds (AFF). There would be no impact on the General Fund.



Sionics Patrol Rifle

4. The Police Department’s 40mm inventory has become depleted over the last year due to expired rounds and use during previous deployments. To replenish the inventory, the Police Department needs to purchase three hundred (300) exact impact sponge rounds. The cost to purchase these rounds is \$4,350.00, which will be paid using the General Fund. The Police Department must also purchase one thousand (1000) sponge round training kits. The cost to purchase these training rounds is \$9,360.00, which will be paid using the General Fund.



40mm projectiles (not shown to scale)

Transparency

Government Code section 7071(b) requires any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant LEA for as long as the military equipment is available for use.

This information is available to the public on the Oxnard Police Department's website, at <https://sites.google.com/oxnardpd.org/ab-481/ab-481>.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

Funding for the equipment acquisitions will be included in the FY2025-26 proposed budget in the General Fund (101) and depending on eligibility, may also be funded from carryover of unexpended FY2024-25 balances in additional funding sources including: Federal Asset Seizure Fund (191), State and Local Grant Fund (210) and Federal Grant Fund - Justice Assistance Grant (200), as well as any corresponding funding in the Capital Outlay Fund (301) applicable to capital projects.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Trickle, Police Commander

ATTACHMENTS

1. Attachment A: Oxnard Police Department 2024 Military Equipment Annual Report
2. Attachment B: Oxnard's Military Equipment Ordinance (Ord. 3014)
3. Attachment C: Oxnard Police Department Military Equipment Policy
4. Attachment D Oxnard Police Department 2024 Military Equipment Report Slide Deck



Oxnard Police Department 2024 Annual Military Equipment Report

Jason Benites, Chief of Police

Oxnard Police Department 2024 Annual Military Equipment Report



Background

Over the course of the past several years, criticism and debate has spread across the nation concerning the narrative of militarized policing in the United States. On September 30, 2021, California Governor Gavin Newsom signed legislation aimed at reforming law enforcement agency (“LEA”) funding, acquisition and use of specific types of “military equipment.” This legislation, referred to as Assembly Bill 481 (AB 481), was authored by California Assembly member David Chiu (D-San Francisco) to address and regulate the funding, acquisition, and use of military equipment by LEA’s.

Enacted into Government Code sections 7070 through 7075 as of January 1, 2022, AB 481’s intent is to increase transparency by which California law enforcement agencies fund, acquire, and/or use what this legislation defines as “military equipment.”

AB 481 mandates LEA’s obtain approval from their governing body via the adoption of a “military equipment” use policy (Policy) by ordinance before the LEA funds, acquires, or uses such equipment. In summary, AB 481 states in Government Code section 7071(a)(1)(A-G), that LEA’s shall obtain approval of their governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body prior to engaging in any of the following:

- Requesting military equipment made available pursuant to section 2576a of Title 10 of the United States Code.
- Seeking funds for military equipment.
- Acquiring military equipment.
- Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
- Using any new or existing military equipment.
- Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

Government Code section 7070(d) (1-7) also requires that an LEA’s military equipment policy address, at a minimum, disclose all of the following:

Oxnard Police Department 2024 Annual Military Equipment Report

- A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
- The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.
- The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
- The legal and procedural rules that govern each authorized use.
- The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
- The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
- For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

On June 7, 2022, the Oxnard City Council adopted the Oxnard Police Department's Military Equipment Use Policy, authorizing the Oxnard Police Department to use the equipment specified therein. This policy exists as City of Oxnard Ordinance 3014 ("Ordinance"), which is codified in Oxnard City Code Section 2-212, and in section 708 of the *Oxnard Police Department's Policy Manual*, ("Policy"). These went into effect on July 6, 2022.

The Ordinance, Policy, and AB 481 related information are available to the public on the Oxnard Police Department's website at:

(<https://sites.google.com/oxnardpd.org/departments-policy-manual/departments-policy-manual>).

Oxnard Police Department 2024 Annual Military Equipment Report

Standards of Approval

Government Code section 7071(e)(1) requires that an LEA's governing body, in this case the Oxnard City Council, review the ordinance that it adopted that approves the funding, acquisition, or use of military equipment, and vote on whether to renew the ordinance at a regular meeting.

Government Code section 7071(e)(2) states that a governing body, in Oxnard's case its Oxnard City Council, shall determine, based on the submitted annual military equipment report submitted whether each type of military equipment identified in that report has complied with the standards for approval. Per Government Code 7071(d)(1)(A-D), the required standards for approval are that:

- The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Per Government Code section 7071(e)(2), "If the governing body determines that a type of military equipment identified in the LEA's annual military equipment report has not complied with the standards for approval, the governing body shall either disapprove a renewal of the authorization for that type of military equipment, or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance."

Oxnard Police Department Meets Standards of Approval

The military equipment that the Oxnard Police Department possesses is consistent with law enforcement profession norms in the United States. Such equipment has been tested in the field, has been successfully deployed in the field, and are used by LEA's across the nation for the purposes of enhancing both the safety of peace officers and the public that they serve.

Oxnard Police Department 2024 Annual Military Equipment Report

The Oxnard Police Department is committed to using contemporary tools and equipment to safeguard the public that it serves. Many of the items deemed as “military equipment” by AB 481 have been employed by the Oxnard Police Department and LEA’s across the nation for a considerable amount of time, in order to specifically protect and reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of lethal force encounters. To that end, the equipment of discussion in this report, and the accompanying Military Equipment Use Policy, also provide Oxnard Police Department personnel with vital tools that facilitate compliance with its robust use of force policy and reporting procedures.

The Oxnard Police Department’s inventory also contains items that are designed to protect officers and members of the public. For example, the armored rescue vehicles (“ARV’s”) are designed to shield officers and members of the public from gunfire or other threats, and have been successfully used to this effect. The Police Department’s remote control tactical robot has also been successfully used, and during the past year was instrumental in rescuing a member of the public.

The Police Department has successfully been using uncrewed aerial systems, more commonly referred to as “drones” since 2019. These drones have assisted with a variety of functions, ranging from scene documentation to supporting first responders at police incidents as well as fire incidents. Their use has not only improved efficiencies, but has also improved safety. At the time of this writing, the Police Department is currently in the process of implementing a Drone First Responder (“DFR”) program that will deploy drones to selected call types, reducing response times, improving efficiency, and enhancing safety to officers and members of the public. This DFR effort was approved by the City Council on December 3, 2024, and is expected to be implemented in the summer of 2025.

The Oxnard Police Department’s inventory of command and control vehicles are unarmed platforms that are vital to coordinating public safety resources in a variety of circumstances, ranging from tactical incidents to natural disasters. They are essential to facilitating the safest outcomes by promoting communication and resource coordination, both of which are essential to protecting the public’s welfare, safety, civil rights, and civil liberties.

Denial or loss of the use of these previously approved items would detract from the welfare of community members and peace officers within the Oxnard Police Department, as that would eliminate resources or options that could more safely and

Oxnard Police Department 2024 Annual Military Equipment Report

peacefully conclude incidents. For example, the loss of an agency to deploy “less lethal” equipment would eliminate an option that could have been used to end a volatile situation without the use of lethal force.

Ongoing maintenance and replacement costs for all the equipment are included in the Police Department’s budget and continue to be accounted for there. Expenditures for such equipment are appropriate and seek to minimize the impact on Oxnard’s General Fund. The Police Department makes a conscious effort to fund replenishment and new additions with Asset Forfeiture Funds (AFF) and/or Supplemental Law Enforcement Services Funds (SLESF), both of which do not affect the City’s General Fund.

There is significant interest in ensuring that law enforcement continues to have access to equipment that will provide peace officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties. The use of the equipment identified in the Policy is vital to the Oxnard Police Department’s mission, and will continue to be strictly regulated through internal processes and management oversight.

To ensure the accuracy of the data, both the Special Operations Division Commander, and the Professional Standards Division staff track the use of equipment that meets AB 481’s definition of “military equipment.” This ensures proper usage and tracking of deployments. In the event of citizen complaints or concerns, management is well positioned to apply corrective action, whether through training and education, and up to the disciplinary process should that become necessary. Of note, there were no community complaints about specific deployments of Oxnard’s “military equipment” in 2024.

Criteria for “Military Equipment” Designation

Over the past several decades, many LEA’s across the United States acquired a variety of military surplus equipment from the federal government, and incorporated their use into law enforcement operations. The federal program that currently hosts this is the Defense Logistics Agency’s *1033 Program*. Other forms of this program included the former *Defense Reutilization Marketing Office* (DRMO) Program. Generally speaking, the equipment furnished to LEA’s was intended to be necessary or beneficial to operations, intended to improve the safety of officers as well as the public, and helped agencies acquire such equipment in the face of limited budgets. The materials provided by these programs were very diverse, and included items ranging from office furniture/equipment, to gas masks and rifles. These programs also

Oxnard Police Department 2024 Annual Military Equipment Report

furnished civilian-type vehicles, as well as military-purpose ones such as High Mobility Multipurpose Wheeled Vehicles (Humvees). At some point in the past two decades, a number of LEA's across the nation received larger (12+ ton) Mine Resistant Ambush Protected (MRAP) armored vehicles.

The Oxnard Police Department never requested, nor received, Humvees or MRAP armored vehicles, and no longer requests or procures equipment from such surplus programs. In previous years, the Oxnard Police Department accepted a limited variety of items, including gas masks, helmets, older-generation rifles, and rifle optics. These items are no longer in the Department's inventory.

Under AB 481, the term "military equipment" expands beyond equipment that has a default application to military use. It also expands beyond the equipment offered by the above-mentioned DRMO and 1033 programs. It is important to note that many items qualifying as "military equipment" under AB 481 are not necessarily manufactured specifically for the United States military.

Some of the items that fall under AB481's definition of "military equipment" can be purchased by civilians in an open retail market. For example, civilian members of the public can retail purchase an uncrewed aerial vehicle, more commonly referred to as a "drone." Under this circumstance, a drone is not considered as "military equipment." However, if an LEA acquires the same piece of equipment in the same manner, it is considered "military equipment" by AB 481. Such is also the case for AR-15 style rifles, which the civilian public can also purchase.

Under AB 481, Government Code section 7070(c)(1-15) defines "military equipment" with fifteen (15) specific categories. They are:

1. *Unmanned, remotely piloted, powered aerial or ground vehicles.*
2. *Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.*
3. *High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.*
4. *Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.*

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5. *Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.*
6. *Weaponized aircraft, vessels, or vehicles of any kind.*
7. *Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.*
8. *Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.*
9. *Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.*
10. *Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.*
11. *Any firearm or firearm accessory that is designed to launch explosive projectiles.*
12. *“Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.*
13. *Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices, acoustic hailing devices, and sound cannons.*
14. *The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.*
15. *Any other equipment as determined by a governing body or a state agency to require additional oversight.*

The Oxnard Police Department possesses and/or uses equipment from only seven (7) of AB 481's fifteen (15) military equipment categories. This report cites an eighth category, for equipment that the Oxnard Police Department does not actually possess, but is deployed by another LEA when requested to assist. The categories and specific equipment currently used by the Oxnard Police Department are listed later in this report, and are further described in the attached “Military Equipment Inventory” which is a part of the *Oxnard Police Department Policy Manual* section 708.

Military Equipment Report

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California Government Code 7072 (a)(1-6) requires LEA's to submit an annual military equipment report providing certain required information for each type of military equipment approved by the governing body for as long as the equipment is available for use. The annual military equipment report shall at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- The quantity possessed for each type of military equipment.
- A summary of how military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning military equipment.
- The results of any internal audits, information about violations of military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The above information exists in this portion of the report, as well as within the Oxnard Police Department's Military Equipment Policy (*Oxnard Police Department Policy Manual* section 708), which is incorporated as an attachment to this report.

No Community Complaints

There were no specific community complaints or concerns received involving specific deployments of any of the Police Department's "military equipment" in 2024.

No Violations of Policy

There were no violations of *Oxnard Police Department Policy Manual* section 708 (Military Equipment Policy) in 2024.

Oxnard Police Department's Military Equipment Inventory

Oxnard Police Department 2024 Annual Military Equipment Report

Below is a summary of the Oxnard Police Department's military equipment inventory. The equipment is listed in accordance with the Government Code sections that govern its designation as "military equipment." Additional details are in *Oxnard Police Department Policy Manual* section 708, included as an attachment to this report.

7070(c)(1): Unmanned, remotely piloted, powered aerial or ground vehicles.

- Unmanned aerial vehicles (drones): 7
- Unmanned aerial vehicle (drone) usage: There were 180 drone deployments in 2024, broken down as follows:
 - 58 for field operations support (area searches)
 - 49 for tactical assists (SWAT operations)
 - 19 for crime scene documentation
 - 17 for special events support
 - 13 for area mapping
 - 13 for training
- Remotely piloted ground vehicles: 2
- Remotely piloted ground vehicle usage: Three (3) deployments in 2024.
- Cost: \$12,433.87 initial purchase.

7070(c)(3): High mobility multipurpose wheeled vehicles (HMMWV), called Humvees, two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles with a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

- Lenco® Bearcat armored rescue vehicles (ARV): 2
- ARV usage: There were 41 ARV deployments in 2024, broken down as follows:
 - 3 for responses to armed subjects and patrol assists
 - 25 for search warrants
 - 20 for community engagement events
- Annual cost: \$1,100 estimated average annual maintenance per unit in 2024.

7070(c)(4): Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

- The Oxnard Police Department does not possess any equipment from this category in its inventory.

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- However, the Ventura County Sheriff's Office possesses a tracked armored skid steer loader (referred to as "The Rook"), which is available to assist other LEAs in Ventura County, including Oxnard. Pursuant to Government Code section 7071(a)(1)(D), an LEA must obtain approval from the governing body when "Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body."
- Rook usage: In 2024, the Ventura County Sheriff's Office assisted the Oxnard Police Department on one (1) occasion, for a SWAT warrant service.
- There were no complaints received concerning the use of this equipment.
- There were no violations of policy concerning the use of this equipment.
- Annual cost: Zero (0) cost to the City of Oxnard in 2024.

7070(c)(5): Command and control vehicles that are either built or modified to facilitate public safety units' operational control and direction.

- Total number of command and control vehicles: 13
 - Large mobile command vehicles: 2
 - Vans: 2
 - DUI enforcement command trailer: 1
 - Police Ford Explorer forward command post vehicles: 8
- Command and control vehicle usage: There were 213 deployments in 2024, broken down as follows:
 - 180 for the Drone Unit van
 - 18 for the large mobile command post, for major crimes, callouts and community events
 - 15 for the Traffic Unit, to support special events and sobriety checkpoints
 - 10 for major crime incidents, for crime scene mapping
- Annual cost: Approximately \$63,400 for the 13 vehicles each year (fuel and maintenance).

7070(c)(7): Battering rams, slugs, and breaching apparatuses that are explosive in nature.

- Frangible breaching shotguns: 2
- Breaching shotgun usage: Zero (0) times in 2024.
- Annual cost: No associated costs with this item in 2024.

Oxnard Police Department
2024 Annual Military Equipment Report

7070(c)(10): Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard-issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

- Total number of specialized firearms: 190
 - *Remington* .308 caliber rifles: 5. These are planned to be removed from inventory in 2025.
 - *Accuracy International* AT .308 caliber rifles: 6
 - *Colt* .223 caliber rifles: 107. Twenty (20) are “Colt Commandos” to be removed from the inventory in 2025
 - *Sionics* .223 caliber rifles: 72
- Rifle usage: The Police Department deployed rifles in 87 incidents in 2024. It is important to note that these were limited to the pointing of firearms only. There was one instance of Oxnard Police Department personnel discharging a rifle of this type at a member of the public. This occurred on October 21, 2024 during an officer-involved shooting in the 3700 block of Leeward Way. A *Critical Incident Community Briefing* with more information is available to the public at: <https://www.youtube.com/watch?v=rzDvYk2cSHw>
- Annual cost: No .223 rifle ammunition was purchased in 2024. Rifle maintenance was approximately \$1,200. Ammunition costs for .308 caliber rifles was \$10,588.00. Maintenance was unnecessary since the *Accuracy International* AT rifles were purchased in 2024.

7070(c)(12): “Flashbang” grenades and explosive breaching tools, ‘tear gas,’ and ‘pepper balls,’ excluding standard, service-issued handheld pepper spray.

For clarification, the term “flashbang” is commonly used to refer to “light, sound, diversionary devices” (LSDD). “Tear gas” is the term commonly used to describe 2-chlorobenzalmalononitrile gas, also referred to as “CS.” The Police Department’s inventory includes:

- *Combined Tactical Systems* (CTS) LSDD: 164
- CTS 5230B CS gas canisters: 31
- *Defense Technology* Triple Chaser CS gas: 12
- *Defense Technology* Spede-Heat CS gas: 12
- *Defense Technology* CS Ferret rounds: 10
- *Defense Technology* OC/CS vapor: 9

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- Defense Technology OC vapor: 17
- Pepperball launchers: 13
- Flashbang usage: 30 times in 2024.
 - It is important to note that flashbangs deployed alone, without other equipment, successfully gained suspect compliance on 27 of the 30 occasions, eliminating the necessity for any additional force tactics.
- Annual cost: \$4,408.18 for replenishment costs in 2024.
- Gas usage: The Police Department deployed CS gas 4 times in 2024, under the following circumstances:
 - 2 for a barricaded suspect in a vehicle, in which the suspect refused to exit their vehicle.
 - 2 for warrant services where the suspects refused to exit their residences.
- Annual cost: \$2,173 for 2024 replenishment costs.
- Pepperball usage: 7 times in 2024.
 - In all 7 instances, the device was successfully used to take a non-compliant suspect into custody.
- Annual cost: No associated costs with this item in 2024.

7070(c)(14): The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

- *Penn Arms* 40mm less lethal projectile launchers: 21
 - 10 direct impact sponge CS rounds
 - 10 direct impact sponge OC rounds
- 40mm projectile usage: Zero (0) times throughout the year.
- Annual cost: No associated costs with this item in 2024.
- *Remington* 870 less lethal (“bean bag”) shotguns: 22
- Less lethal shotgun usage: 3 times in 2024.
 - The less lethal shotgun was deployed in an attempt to take non-compliant suspects into custody.
- Annual cost: No associated costs with this item in 2024.

Intent to Acquire Additional “Military Equipment”

Oxnard Police Department 2024 Annual Military Equipment Report

The Oxnard Police Department intends to maintain sufficient stock of specific equipment to maintain standards and operational readiness. The Police Department routinely orders replacement stock to maintain the levels of equipment enumerated in the Military Equipment Inventory.

The sought items shown below are those that are anticipated at the time of this report. Should additional items need to be acquired, they will be brought before the Oxnard City Council at a regularly scheduled meeting for approval consideration.

The Oxnard Police Department intends to seek approval for, acquire, and use the following items in 2025:

The Police Department intends to acquire five (5) additional 40mm projectile launchers. These less lethal tools allow officers to engage violent, potentially armed suspects from a safe distance, allowing officers to attempt de-escalation techniques. These types of less-lethal projectiles are intended to mitigate the chance of officers having to use lethal force. The addition of these items is intended to increase the availability of this option when needed. The total cost to purchase these 40MM launchers is approximately \$9,686.00. Five (5) of the launchers will be funded through Supplemental Law Enforcement Services Fund ("SLESF"). There would be no impact on the City's General Fund.



The Police Department intends to replace/acquire twenty-four (24) .223 caliber rifles for the department's Patrol Division. The rifles currently assigned to the Patrol teams are over twenty years old, significantly exceeding their expected lifespan of five to seven years under patrol service conditions, rendering them overdue for replacement. The Patrol Division needs rifles for increased capacity in situations that require the ability to engage targets at longer distances, penetrate barriers, and effectively address threats, while minimizing risk to officers and members of the public. These rifles also provide a tactical advantage in addressing high-risk scenarios such as active shooter situations or dealing with heavily armed suspects, allowing patrol officers to maintain control and respond decisively to potential threats. The total cost to purchase these rifles is \$47,945

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and will be paid using Asset Forfeiture Funds (“AFF”). There would be no impact on the General Fund.



The Police Department's 40mm projectile inventory has become depleted over the last year due to expired rounds and use during previous year deployments. Adding new 40mm projectile launchers (above) also increases the need for training and live rounds. To replenish the inventory, the Police Department needs to purchase five hundred (300) exact impact sponge rounds. The cost to purchase these rounds is \$4,350.00, which the General Fund would cover. The Police Department must also purchase eight thousand sponge training rounds. The cost to purchase these training rounds is \$9,360.00, which will be paid using the General Fund.



Oversight

Government Code section 7070(d)(6) requires a declaration of the “mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.”

The attached *Military Equipment Inventory* portion from the Oxnard Police Department Policy Manual section 708 cites requirements to operate items listed in the inventory. Additionally, it cites legal and procedural rules governing their use. These rules span from the *Oxnard Police Department Policy Manual* to the *Oxnard City Code*, to state and

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federal regulations. Both supervision and management have a fundamental obligation to ensure that Oxnard Police Department personnel ensure compliance. The Chief of Police is responsible to ensure that supervision and management are diligently working to promote and ensure compliance.

The Oxnard City Council, the governing body for the Oxnard Police Department and City of Oxnard, has not called for any military equipment items to require additional oversight.

Transparency

Government Code section 7071(b) requires any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant LEA for as long as the military equipment is available for use.

This report is available to the public on the Oxnard Police Department's website, at <https://sites.google.com/oxnardpd.org/ab-481/ab-481>.

Attachments

The following attachments are incorporated as a part of this annual report:

Oxnard Police Department's Policy Manual section 708 ("Military Equipment")

- Includes *Inventory of Military Equipment* (section 708.9)

City of Oxnard Ordinance 3014 (Ordinance)

- Codified in Oxnard City Code Section 2-212

SEC. 2-212. MILITARY EQUIPMENT POLICY.

(A) The city council hereby adopts Oxnard police department Policy Manual Section 708 (the “policy”) which shall govern the use of military equipment by the Oxnard police department. The policy may be amended by the police chief or his/her designee, subject to city council approval.

(B) The policy shall be made publicly available on the Oxnard police department’s website for as long as the military equipment is available for use or as otherwise ordained by the city council.

(C) The Oxnard police department shall submit an annual military equipment report to the city council containing the information required by Cal. Gov’t Code, Section 7072 and the city council shall thereafter determine whether each type of military equipment identified therein complied with the standards for approval set forth in Cal. Gov’t Code, Section 7071(d).

(D) The city council shall on an annual basis and at a regular meeting thereof review this section and vote on whether to renew it pursuant to Cal. Gov’t Code, Section 7071(e)(2). At such time, the policy shall be presented to the city council as an attachment to the annual report.

(E) The definitions set forth in Cal. Gov’t Code, Section 7070 shall apply to this section of the city code. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

(Ord. No. 3014)

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Military Equipment

708.2 POLICY

It is the policy of the Oxnard Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of the Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Oxnard Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or his/her authorized designee shall ensure the proposed military equipment policy is submitted to the governing body, and is available on the Department website at least (30) days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

Military Equipment

- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

708.5 COORDINATION WITH OTHER JURISDICTIONS

This policy recognizes the need for agencies to provide assistance to each other, whether in ongoing combined or regional operations, occasional planned operations, or in exigent circumstances. Where applicable to the provisions of Government Code § 7070 through § 7075, such assisting agencies must comply with their respective military equipment use policies when rendering assistance.

708.6 EXTRAORDINARY CIRCUMSTANCES

This policy also recognizes that there may be very limited or extreme instances where incidents of extraordinary nature could demand the need for incident commanders to authorize Department personnel to use equipment not specified in this policy. This decision must be influenced by the totality of the circumstances, including the due regard for the public's safety, officer safety, respecting civil rights, seriousness of the situation, and other information available at that time.

Should such extreme instances occur that call for members of this Department to use equipment not specified in this policy, the incident commander shall, if practical, notify the Chief of Police via the chain of command prior to deploying such equipment. Should such circumstances occur, the Chief of Police or his/her designee, shall notify the City Council as soon as practical, and indicate any such uses in the required annual report.

708.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or his/her authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (a) A summary of how the military equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the military equipment.

Military Equipment

- (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (e) The quantity possessed for each type of military equipment.
- (f) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Chief of Police or his/her authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

708.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

708.9 MILITARY EQUIPMENT INVENTORY

The Department's inventory of "military equipment" is attached to this policy, and shall be updated annually. This inventory may include equipment the Oxnard Police Department does not currently possess but intends to acquire.

[See attachment: 2024 Military Equipment \(Policy Manual 708.9\).pdf](#)

708.10 COMPLAINT PROCESS AND QUESTIONS

Community members may submit complaints or questions about the use of military equipment by completing a citizen complaint and inquiry form. All citizen complaints will be reviewed in a timely manner in accordance with Oxnard Police Department Policy 1020, which provides guidelines for reporting, investigating, and disposition of complaints. Use of military equipment questions will be forwarded to Professional Standards for review and follow-up.

[See attachment: Citizen Complaint-Commendation Form.pdf](#)

Attachments

2024 Military Equipment (Policy Manual 708.9).pdf

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Government Code Section 7070(c)(1): Unmanned, remotely piloted, powered aerial or ground vehicles.

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)
Make/Model: DJI Matrice 300 RTK
Quantity: 1
Lifespan: 200-300 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions, including images enhanced by forward-looking Infrared (FLIR) and optical zoom lenses.
Manufacturer Product Description: <i>“The all-new DJI Matrice 300 RTK Commercial Drone System has created a new standard for the commercial drone industry. With inspiration from modern aviation systems, the DJI Matrice 300 RTK offers up to 55 minutes of flight time. The advanced flight control system, 6 Directional Sensing and Positioning systems, AI spot-checking, Smart Track, PinPoint, Location Sharing, and an all-new Primary Flight Display make the Matrice 300 RTK one of the most powerful and capable industrial platforms on the market.”</i>
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department’s mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: \$32,000 initial equipment purchase. The ongoing costs for software licensing and batteries will vary.
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas with a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90-day periods).

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)
Make/Model: DJI Mavic Enterprise Advanced
Quantity Owned/Sought: 2 owned
Lifespan: 200-300 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions, including images enhanced by forward-looking Infrared (FLIR) and optical zoom lenses.
Manufacturer Product Description: <i>“The DJI Mavic II Enterprise features omnidirectional Vision Systems and Infrared Sensing Systems and comes with a fully stabilized 3-axis gimbal camera with an equivalent 24-48 mm 2x optical enterprise lens capable of shooting 4k videos and 12-megapixel photos that support up to 6x FHD zoom. DJI signature technologies, such as obstacle sensing and the advanced pilot assistance system, help you capture complex shots effortlessly. Additional features like the built-in AirSense make you aware of your surrounding airspace, and password protection helps you maintain secure access to your aircraft and protect your data. The Mavic II Enterprise also has attachable modular accessories like the M2E spotlight, M2E Beacon, and M2E Speaker that are purpose-built for various applications. The Mavic II Enterprise boasts a maximum flight speed of 44.7 mph and a maximum flight time of 31 minutes.”</i>
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department’s mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: \$7,500 purchase price per unit. The ongoing costs for software licensing and batteries will vary.
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas with a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90 day periods).

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Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)
Make/Model: DJI M30
Quantity Owned/Sought: 1 owned
Lifespan: 200-300 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions.
Manufacturer Product Description: <i>“The M30 series integrates multiple high-performance sensors into a lightweight and portable body. Equipped with a remote controller designed for enterprise users and the newly upgraded Pilot 2 flight app, to improve the efficiency of drone operations.”</i>
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department’s mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: \$10,000 purchase price per unit. The ongoing costs for software licensing and batteries will vary.
Legal/Procedural Rules Governing Use: <i>“Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.”</i>
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90-day periods).

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)
Make/Model: DJI Avata
Quantity: 2
Lifespan: 100-200 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions. Compact aircraft ideal for indoor flight operations.
Manufacturer Product Description: <i>“The DJI Avata is a state of the art FPV drone designed with extreme maneuverability in a compact airframe. With a flight time of approximately 18 mins on a single charge, the Avata gives pilots more durability than other compact UAVs. When paired with DJI Goggles 2, the Avata is easier to operate in confined spaces.”</i>
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department’s mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: \$1,000 initial equipment purchase. The ongoing costs for software licensing and batteries will vary.
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas with a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90-day periods).

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Unmanned, remotely operated ground vehicle – CA Govt. Code §7070(c)(1)
Make/Model: RoboteX Avatar Robot
Quantity: 1
Lifespan: Approximately 10 years
Equipment Capabilities: The small remotely operated ground vehicle can be deployed quickly and is capable of providing live and recorded video images through several cameras, including a pan, tilt, zoom camera. The vehicle has night vision capability. A built-in speaker and microphone provide the ability to establish verbal communication.
Manufacturer Product Description: <i>“The RoboteX Avatar robot enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you have had a chance to assess the situation.”</i>
Purpose/Authorized Uses: Provides officers the ability to visually inspect hazardous environments and make two-way communication from a safe distance without exposing officers to potential hazards. The robot can be used during high-risk tactical situations, such as barricaded subjects and hostage rescues. The robot may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations.
Fiscal Impacts: \$12,433.87 initial purchase
Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to the robot entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 610.5.1.
Training Required: Only SWAT Team personnel are authorized to control the robot after completing operator training.

Equipment Name: Unmanned, remotely operated ground vehicle – CA Govt. Code §7070(c)(1)
Make/Model: Transcend Vantage Robot
Quantity: 1
Lifespan: Approximately 10 years
Equipment Capabilities: The small remotely operated ground vehicle can be deployed quickly and is capable of providing live and recorded video images through several cameras, including a pan, tilt, zoom camera. The vehicle has night vision capability. A built-in speaker and microphone provide the ability to establish verbal communication.
Manufacturer Product Description: <i>“The transcend Vantage Robot is the only automatic stair and obstacle climbing robot available.”</i>
Purpose/Authorized Uses: Provides officers the ability to visually inspect hazardous environments and make two-way communication from a safe distance without exposing officers to potential hazards. The robot can be used during high-risk tactical situations, such as barricaded subjects and hostage rescues. The robot may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations.
Fiscal Impacts: \$62,818.00 initial purchase.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to the robot entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 610.5.1.
Training Required: Only SWAT Team personnel are authorized to control the robot after completing operator training.

Government Code Section 7070(c)(3): *High mobility multipurpose wheeled vehicles (HMMWV), called Humvees, two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles with a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision*

Equipment Name: Armored rescue vehicle – CA Govt. Code §7070(c)(2)
Make/Model: Lenco Bearcat
Quantity: 2
Lifespan: Approximately 20 years
Equipment Capabilities: Provides ballistic protection up to .50 caliber. Range: 100 miles.
Manufacturer Product Description: <i>“The Lenco Bearcat is a four-wheeled, five-speed automatic transmission, diesel engine-powered vehicle with ballistic resistant glass and armor rated to .50 caliber.”</i>
Purpose/Authorized Uses: Provides ballistic protection to accommodate the safe transport, security, and rescue of agency personnel and members of the public in high-risk incidents. Used to support tactical operations.
Fiscal Impacts: \$265,000 initial cost; \$1,100 estimated average annual maintenance cost per unit.
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver’s license. Refer to Oxnard Police Department Policy Manual section 416.
Training Required: Annual briefing training.

Government Code Section 7070(c)(5): **Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.**

Equipment Name: Large mobile command vehicles – CA Govt. Code §7070(c)(5)
Make/Model: Mattman
Quantity: 1
Lifespan: 80k-100k miles
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispatcher stations, and a small conference area.
Manufacturer Product Description: <i>“Mattman”</i>
Purpose/Authorized Uses: Provides incident managers the ability to coordinate and manage police resources during large-scale events or incidents.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Fiscal Impacts: \$750,000
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class B driver's license.
Training Required: Utilized by sworn personnel of the rank of Sergeant or higher. Does not require additional training.
Notes: These vehicles will be replaced and sold at auction during Fiscal Year 2024-25.

Equipment Name: Large mobile command vehicle – CA Govt. Code §7070(c)(5)
Make/Model: Emergency Vehicles Inc.
Quantity: 1
Lifespan: 80k-100k miles
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispatcher stations, and a small conference area.
Manufacturer Product Description: <i>"EVI custom Police Mobile Command Vehicle Posts can be custom designed and built for your specific departments' needs. A custom Mobile Command Police Center can be dispatched to any situation to be utilized as meeting areas, radio command centers, WIFI hubs, communication capabilities, and much more. Some of the features incorporated into past EVI custom Mobile Command Vehicle builds include TV Satellites, antennas, slide outs to allow for more room, scene lights, outside compartments for storage, cabinets, generator, restrooms, awning, outside TV and workstations, light tower, portable lighting, easy roof access and storage, coffee and snack bars with sink, and much more."</i>
Purpose/Authorized Uses: Provides incident managers the ability to coordinate and manage police resources during large-scale events or incidents.
Fiscal Impacts: \$750,000
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class B driver's license.
Training Required: Utilized by sworn personnel of the rank of Sergeant or higher. Does not require additional training.
Notes: The Oxnard City Council approved this purchase on February 7, 2023. The vehicle is in the Police Department's possession and is nearing completion, with an anticipated deployment in summer of 2025.

Equipment Name: Mid-sized mobile command vehicles – CA Govt. Code §7070(c)(5)
Make/Model: Mercedes Benz Sprinter Van
Quantity: 2
Lifespan: 80k-100k miles
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispatcher stations, and a small conference area.
Manufacturer Product Description: <i>"Sprinter. The van that goes the extra mile. It's the van that hauls cargo, stows gear and raises standards. It's the van that's ready for anything, wherever your work or your lifestyle takes you. It's the van that's more than a van, because it's also a Mercedes-Benz."</i>

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Purpose/Authorized Uses: Both vans have been outfitted with communications equipment, computers, lighting, power, workstations, and secure storage cabinets. These vehicles provide a remote platform from which the Traffic Unit and Unmanned Aerial Services Unit can conduct operations.
Fiscal Impacts: \$126,000 purchase price for both vehicles, \$30,000 - \$40,000 to outfit each vehicle with the necessary equipment.
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license.
Training Required: Utilized by sworn personnel. Does not require additional training.

Equipment Name: DUI enforcement command trailer – CA Govt. Code §7070(c)(5)
Make/Model: Garrett Custom Trailers
Quantity: 1
Lifespan: Approximately 20 years
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, lighting, and power.
Manufacturer Product Description: <i>Garrett Custom Trailers 30' box trailer</i>
Purpose/Authorized Uses: Utilized by the Traffic Unit during DUI/ drug enforcement operations and educational programs.
Fiscal Impacts: \$124,286.39 purchase and outfitting.
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license.
Training Required: Drivers must attend training on hitching, driving, and backing the trailer.

Equipment Name: Small command vehicles – CA Govt. Code §7070(c)(5)
Make/Model: Ford Explorers
Quantity: 8
Lifespan: 80k-100k miles
Equipment Capabilities: Ford Explorer chassis patrol vehicle, equipped with additional radio, mobile data computer, dry erase boards, and storage cabinets. The vehicle has a range of approximately 300 miles.
Manufacturer Product Description: <i>"Mid-size modular forward command post designed to meet the most demanding operational needs of the mobile field commander."</i>
Purpose/Authorized Uses: Provides incident supervisors/managers the ability to coordinate and manage police resources during incidents.
Fiscal Impacts: The purchase price of the vehicle is \$38,000, and the cost to outfit the vehicle with equipment is \$3,374.19.
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license.
Training Required: Utilized by sworn personnel of the rank of sergeant or higher. Does not require additional training.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Government Code Section 7070(c)(7): Battering rams, slugs, and breaching apparatuses that are explosive in nature.

Equipment Name: Frangible breaching shotgun – CA Govt. Code §7070(c)(7)
Make/Model: Royal Arms
Quantity: 2
Lifespan: Approximately 25 years
Equipment Capabilities: The modified 12 gauge Remington 870 shotgun is designed to fire a copper or clay compressed frangible (brittle, fragile) projectile through door locking mechanisms and hinges. After defeating a door's hardware, the projectile disintegrates, reducing the risk of potential injury to bystanders.
Manufacturer Product Description: <i>"Royal Arms is the original inventor, as well as oldest manufacturer of: Breaching Stand-Off Device, 12 Gauge Breaching Shotgun, Copper & Clay Frangible Breaching Rounds."</i>
Purpose/Authorized Uses: SWAT officers can quickly, safely, and effectively breach doors and gates during high-risk search warrant services and hostage rescues.
Fiscal Impacts: Approximately \$800 per unit initial purchase. The ongoing cost of ammunition varies.
Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 611 and the Oxnard Police Department SWAT Manual.
Training Required: SWAT Team personnel are authorized to use the breaching shotgun after receiving the required training and have demonstrated the ability to utilize the tool safely and competently. SWAT Team personnel must undergo annual recertification and qualification.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Government Code Section 7070(c)(10): Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

Equipment Name: Semi-Automatic Rifles and Ammunition (5.56mm/.223 caliber) – CA Govt. Code §7070(c)(10)
Make/Model: Colt
Quantity: 107
Lifespan: Approximately 15 years
Equipment Capabilities: Semi-automatic rifle that fires a 5.56mm projectile.
Manufacturer Product Description: <i>“The Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle.”</i>
Purpose/Authorized Uses: Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: • Situations where the officer reasonably anticipates an armed encounter. • When an officer is faced with a situation that may require accurate and effective fire at long range. • Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. • When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. • When an officer reasonably believes a suspect may be wearing body armor. • When authorized or requested by a supervisor.
Fiscal Impacts: The initial cost of equipment is approximately \$1,100 per rifle. Rifle maintenance was approximately \$1,200.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force and Firearms, including Oxnard Police Department Policy Manual sections: 300, 305, 310, 312, 314.7.3, 433.
Training Required: Officers must successfully complete a CA POST-certified 24-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Semi-Automatic Rifles and Ammunition (5.56mm/.223 caliber) – CA Govt. Code §7070(c)(10)
Make/Model: Sionics
Quantity: 72
Lifespan: Approximately 15 years
Equipment Capabilities: Semi-automatic rifle that fires a 5.56mm projectile.
Manufacturer Product Description: <i>“The Sionics SAR-15 Lothar Walther German Stainless Steel Precision Barrel will give you unmatched accuracy as well as incredible accuracy at distance.”</i>
Purpose/Authorized Uses: Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: • Situations where the officer reasonably anticipates an armed encounter. When an officer is faced with a situation that may require accurate and effective fire at long range. • Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. • When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. • When an officer reasonably believes a suspect may be wearing body armor. • When authorized or requested by a supervisor.
Fiscal Impacts: The initial cost of equipment is approximately \$1,100 per rifle. Rifle maintenance was approximately \$1,200
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force and Firearms, including Oxnard Police Department Policy Manual sections: 300, 305, 310, 312, 314.7.3, 433.
Training Required: Officers must successfully complete a CA POST-certified 24-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: .308 caliber bolt-action Rifle and Ammunition – CA Govt. Code §7070(c)(10)
Make/Model: Remington 700
Quantity: 5
Lifespan: Approximately 15 years
Equipment Capabilities: The Remington 700 Sniper Rifle fires a .308 caliber projectile at extended distances.
Manufacturer Product Description: <i>“The Remington 700 is the number one bolt-action of all time, proudly made in the U.S.A. For over 50 years, more Model 700s have been sold than any other bolt-action rifle before or since. The legendary strength of its 3-rings-of-steel receiver paired with a hammer-forged barrel, combine to yield the most popular bolt-action rifle in history.”</i>
Purpose/Authorized Uses: This rifle is exclusively authorized for use by a sniper-trained SWAT officer and may be deployed in circumstances where the officer can articulate a reasonable expectation that the rifle may be necessary. Examples of some general guidelines for deploying the rifle may include but are not limited to: ● Situations where the officer reasonably anticipates an armed encounter. ● When the officer is faced with a situation that may require accurate and effective fire at long range. ● Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. ● When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. ● When an officer reasonably believes a suspect may be wearing body armor. ● When authorized or requested by a supervisor.
Fiscal Impacts: \$1,604.12 per rifle. .308 caliber rifle ammunition cost approximately \$16,587.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force, including Oxnard Police Department Policy Manual sections 300, 305, 310, 312, 314.7.3, and the Oxnard Police Department SWAT Manual.
Training Required: In addition to patrol rifle and standard SWAT Operator training, SWAT Snipers must successfully complete a CA POST-certified sniper course and regular SWAT Sniper training and qualifications as required by law and policy.
Notes: Now that the Department has 6 of the Accuracy International AT rifles the four (4) Remington .308 caliber rifles will be taken out of service and sold. One (1) rifle will be kept as a training/spare rifle.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: .308 caliber bolt-action Rifle and Ammunition – CA Govt. Code §7070(c)(10)
Make/Model: Accuracy International AT
Quantity: 6
Lifespan: Approximately 15 years
Equipment Capabilities: Accuracy International AT Law Enforcement fires a .308 caliber projectile at extended distances.
Manufacturer Product Description: <i>“The Accuracy International AT rifle series integrates the proven Accuracy International flat-bottomed, precision machined action that is epoxy bonded and bolted to a chassis with the best features of the AW and AE models to set a new standard of expectation for precision tactical rifles. The AT is a configurable, mission-adaptable, long-range tactical rifle system offered in .308/7.62 NATO.”</i>
Purpose/Authorized Uses: This rifle is authorized for use by a sniper-trained SWAT operator only and may be deployed in circumstances where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the rifle may include but are not limited to: ● Situations where the officer reasonably anticipates an armed encounter. ● When the officer is faced with a situation that may require accurate and effective fire at long range. ● Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. ● When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. ● When an officer reasonably believes a suspect may be wearing body armor. ● When authorized or requested by a supervisor.
Fiscal Impacts: \$6,651 per rifle. No other associated costs for these rifles, because they were purchased in 2023.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force, including sections 300, 305, 310, 312, 314.7.3, and the Oxnard Police Department SWAT Manual.
Training Required: In addition to patrol rifle and standard SWAT Operator training, SWAT Snipers must successfully complete a CA POST-certified sniper course and regular SWAT Sniper training and qualifications as required by law and policy.
Notes: These rifles are replacing the Remington 700 rifles in the Department’s inventory.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Government Code Section 7070(c)(12): “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

Equipment Name: “Flashbangs” – CA Govt. Code §7070(c)(12)
Make/Model: Combined Systems Inc.
Quantity: 164
Lifespan: 5 years
Equipment: Produces 6-8 million candela of light and 175 decibels of sound
Manufacturer Product Description: <i>“The Mini Flash-Bang is the newest generation in the evolution of the Flash-Bang. Our Model 7290M Flash-Bang exhibits all of the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces, the new 7290M is approximately 30% lighter than the 7290 but still has the same 175 decibel output of the 7290 and produces 6-8 million candela of light.” “The 7290-2 is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations.”</i>
Purpose/Authorized Uses: The light sound diversionary device (“flashbang”) is a less-lethal device used during high-risk search warrants, arrests of armed and violent suspects, and hostage rescues. An intense bright light and loud noise are created, temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.
Fiscal Impacts: \$47.06 per unit (Model 7290M), \$81.94 per unit (Model 7290-2)
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual section 307. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel, K9 handlers, and former SWAT personnel assigned as patrol sergeants are authorized to carry light sound diversionary devices. All authorized personnel must attend a user's course taught by a POST-certified instructor and complete a qualification. Personnel must demonstrate proficiency and qualify annually.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Combined Systems Inc.
Quantity: 31
Lifespan: 5 years
Equipment Capabilities: A “less lethal” tool used to compel violent/armed and barricaded suspects to exit structures when the circumstances are too hazardous for officers to enter. It may also be used to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Manufacturer Product Description: <i>“CTS 5230B - CS baffled canister grenade, pyrotechnic, low flame potential grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.”</i>
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. It may also be used to disperse large, violent, and riotous crowds. Verbal warnings should precede its use when feasible.
Fiscal Impacts: \$38.00 per unit. \$2,173 cost in 2023 for all gas replenishments.
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300, 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel who are responsible for formulating chemical agent deployment plans must attend California POST-certified chemical agent school and recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 10
Lifespan: 5 years
Equipment Capabilities: 40mm short-range CS chemical agent round with an effective range of 75 yards.
Manufacturer Product Description: <i>“Defense Technology 6322 40mm short-range CS chemical agent round is designed to deliver one dual-ported chemical canister from a 40mm launcher 75 yards to the intended target zone.”</i>
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Fiscal Impacts: \$34.55 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 10
Lifespan: 5 years
Equipment Capabilities: 40mm short-range OC chemical agent round with an effective range of 75 yards.
Manufacturer Product Description: <i>“Defense Technology 6320 40mm short-range OC chemical agent round is designed to deliver one dual-ported chemical canister from a 40mm launcher 75 yards to the intended target zone.”</i>
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Fiscal Impacts: \$34.55 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 12
Lifespan: 5 years
Equipment Capabilities: Capable of delivering CS chemical agents quickly over a large area.
Manufacturer Product Description: <i>“Defense Technology Triple Chaser CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart, allowing increased area coverage in a short period of time.”</i>
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should precede its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Fiscal Impacts: \$41.55 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300, 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 12
Lifespan: 5 years
Equipment Capabilities: Capable of quickly delivering a large volume of CS chemical agent to disperse violent crowds.
Manufacturer Product Description: <i>“Defense Technology Spede-Heat CS is designed specifically for outdoor use in crowd control situations. The Riot Control Grenade is a high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds.”</i>
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Fiscal Impacts: \$27.05 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

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Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 10
Lifespan: 5 years
Equipment Capabilities: Non-burning munition used to introduce CS chemical agents through doors and windows.
Manufacturer Product Description: <i>“Defense Technology CS ferret is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial.”</i>
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects to exit from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should proceed with its use when feasible.
Fiscal Impacts: \$20.55 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 17
Lifespan: 5 years
Manufacturer Product Description: <i>“Defense Technology OC vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist.”</i>
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects to exit from structures and vehicles when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.
Fiscal Impacts: \$44.45 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

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Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 9
Lifespan: 5 years
Equipment Capabilities: Capable of delivering OC and CS chemical agent in vapor form.
Manufacturer Product Description: <i>“Defense Technology OC/CS vapor is a unique grenade delivering an invisible vapor and rendering an intense respiratory effect. Provides best results when used indoors and requires no personal decontamination.”</i>
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.
Fiscal Impacts: \$53.10 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Pepperball launcher/pepper balls – CA Govt. Code §7070(c)(12)
Make/Model: Pepperball
Quantity: 13
Lifespan: Approximately 15 years
Manufacturer Product Description: <i>“The need for non-lethal options in daily patrol, crowd management, corrections, and other situations has never been greater. PepperBall, as the leading non-lethal option, allows officers to maintain distance from crowds and individual assailants. This reduces risk while enhancing the capability of officers to limit or control escalation, to repel or temporarily incapacitate threats, and to keep themselves and the public safe while performing their duties.”</i>
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the device's intended use should precede its application. The pepperball is a “less lethal” device that affords officers with force options that are intended to mitigate the likelihood of having to use lethal force.
Fiscal Impacts: \$499 per launcher. No associated costs with this item in 2024.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force including sections 300 and 308.
Training Required: Initial orientation course, including qualifications, are provided by Department members who have attended a POST-certified instructor’s course; annual recertification, including qualifications are required by all operators.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Government Code Section 7070(c)(14): The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

Equipment Name: 40mm Less Lethal Launchers and Kinetic Energy Munitions – CA Govt. Code §7070(c)(14)
Make/Model: Penn Arms
Quantity: 21
Lifespan: Approximately 15 years
Equipment Capabilities: The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, as well as chemical agents.
Manufacturer Product Description: <i>“Penn Arms 40MM launchers are manufactured using 4140 hardened steel, 6061-T6 mil-spec anodized aluminum, and DuPont super tough glass-filled nylon. These launchers are lightweight, versatile, and used worldwide by police and corrections officers.”</i>
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the device's intended use should precede its application. The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a “less lethal” use of force option, which serves as an additional option to mitigate the possibility of using lethal force.
Fiscal Impacts: \$3,400 initial purchase per launcher, \$2,500 initial purchase of 40mm projectiles. No associated costs with this item in 2024.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force, primarily Oxnard Police Department Policy Manual sections 300 and 308.
Training Required: Initial orientation course, including qualifications, are provided by Department members who have attended a POST-certified instructor’s course; annual recertification, including qualifications by demonstrated use in a training environment, are required of all operators.

Attachment

Oxnard Police Department Policy Manual 708.9

Inventory of Military Equipment

Equipment Name: Less Lethal Shotgun – CA Govt. Code §7070(c)(14)
Make/Model: Remington
Quantity: 22
Lifespan: Approximately 20 years
Equipment Capabilities: The Model 2581 Super-sock is a less-lethal impact munition fired from a standard 12 gauge shotgun. The super-sock projectile is a fabric bag filled with lead shot. The effective range is 75 feet.
Manufacturer Product Description: <i>“The Super-Sock is first in its class, providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. The effective range is 75 feet.”</i>
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the device's intended use should precede its application. The pepperball is a “less lethal” device that affords officers with force options that are intended to mitigate the likelihood of having to use lethal force.
Fiscal Impacts: The 12 gauge shotguns used to deploy the Super-Sock impact munition are re-purposed Remington 870 shotguns taken from the Oxnard Police Department inventory. Approximately \$35.50 for a box of 5 Super-Sock projectiles. No associated costs with this item in 2024.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force including sections 300 and 308.
Training Required: Initial orientation course, including qualifications, are provided by Department members who have attended a POST-certified instructor’s course; annual recertification, including qualifications, are required by all operators.

Citizen Complaint-Commendation Form.pdf



OXNARD POLICE DEPARTMENT

Protecting Our Community with Exceptional Service

CHIEF OF POLICE
Jason Benites

ASSISTANT POLICE CHIEF
Denise S. Morehouse

ASSISTANT POLICE CHIEF
Christopher Williams

251 SOUTH C STREET, OXNARD, CALIFORNIA 93030-5789 * (805) 385-7600 * <http://oxnardpd.org>

To our Community:

We at the Oxnard Police Department constantly strive to provide the highest quality service in a courteous and professional manner. Everyone that we serve can provide us with valuable feedback about the quality of our service. Also, unfortunately, in the course of police operations, conflicts or misunderstandings can occasionally arise between Police Department employees and community members. Recognizing these facts, we have an established procedure that permits members of the community to report Police Department employee conduct that they feel is exemplary, or unprofessional. If you feel that a member of the Oxnard Police Department has acted in a commendable manner or has acted improperly, a *Citizen Commendation / Complaint* form is available. You may also complete this form if you have a complaint or inquiry about the Police Department's use of what the Government Code defines as "military equipment."

The commendation/complaint procedure serves two purposes. First, we wish to give the public an opportunity to document their appreciation for the efforts of our employees. Second, this is a method to note Police Department employee conduct and to take corrective action when the circumstances justify it. The citizen's complaint procedure will not be used as a means for reducing or dropping a criminal or traffic charge. It is a formal, administrative procedure used by the police administration to ensure that community members are treated properly, with respect, and are receiving quality service.

We also encourage community members to contact the Watch Commander or a supervisor. **Watch Commanders are available 24 hours a day at (805) 385-7778.** Community members can request that the Police Department employee call a supervisor at the time of the incident. The Watch Commander or supervisor can often provide information that explains what occurred. If they cannot satisfactorily explain the conduct of a Police Department employee or a policy of this department, persons should submit a *Citizen's Commendation / Complaint* form so that the incident may be investigated.

Sincerely,

Chief of Police



OXNARD POLICE DEPARTMENT

Protecting Our Community with Exceptional Service

CHIEF OF POLICE
Jason Benites

ASSISTANT POLICE CHIEF
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A nuestra comunidad:

Nosotros en el Departamento de Policía estamos constantemente tratando de proveer servicio de la más alta calidad de una manera profesional. Las personas a las que servimos son una fuente importante de información, al igual que las respuestas acerca de la calidad de nuestros servicios. También, desafortunadamente, en el curso de las operaciones de la policía, pueden resultar conflictos o equivocaciones entre los empleados del Departamento de Policía y los miembros de la comunidad a quien servimos. Reconociendo esto, tenemos un proceso establecido que permite a los miembros de la comunidad poder reportar al Departamento de Policía la conducta de los empleados que se cree que han sido ejemplar o han actuado de una manera inapropiada. Si usted cree que un empleado del Departamento de Policía se ha portado de una manera ejemplar o se ha portado inapropiadamente, la forma "*Reconocimiento/Queja del Residente*" está disponible para usted. También puede utilizar esta forma si tiene una queja o pregunta sobre el uso de "equipo militar" por parte del Departamento de Policía.

El propósito de la forma de reconocimiento/queja es para el uso de estas dos circunstancias. Primero, queremos darle a la comunidad una oportunidad para documentar su aprecio por los esfuerzos de nuestros empleados. Segundo es un método para anotar la conducta de los empleados del Departamento de Policía y tomar acciones correctivas cuando las circunstancias lo justifican. El proceso no se usará para reducir o eliminar un cargo criminal o una violación de tráfico. Este es un proceso formal y administrativo, utilizado por la Administración del Departamento de Policía para asegurar que los miembros de la comunidad sean tratados apropiadamente, con respeto, y que estén recibiendo un servicio de calidad.

Animamos a los miembros de la comunidad que se comuniquen con el Comandante de Policía o Supervisor. **Los Comandantes de Policía están disponibles las 24 horas del día. El número de teléfono es 385-7778.** Miembros de la comunidad pueden pedir al empleado del Departamento de Policía que llame a un Supervisor al mismo tiempo que esté ocurriendo el incidente. Muchas veces, en encuentros negativos el Comandante o Supervisor puede proveer información que explique lo que ocurrió. Si el Comandante no le explica la acción del empleado o la póliza del Departamento de Policía a su satisfacción, usted puede someter una forma de "*Reconocimiento/Queja del Residente*" para que el incidente sea investigado.

Sinceramente,

Jefe de Policía

CITIZEN'S COMMENDATION/COMPLAINT
AB 481 COMPLAINT/INQUIRY
RECONOCIMIENTO/QUEJA DEL RESIDENTE
AB481 QUEJA/PREGUNTA

Date Received _____
Fecha Recibida

Time Received _____
Hora Recibida

Name of Commentator: _____
Nombre de la persona haciendo el reconocimiento/queja

Age: _____
Edad

Address: _____
Domicilio

Telephone Numbers: Day: _____ Evening: _____
Números de Teléfono: Día Noche

Email Address: _____
Correo Electronico:

Time and Date of Occurrence: _____
Hora y Fecha de la Ocurrencia

Location(s) of Occurrence: _____
Localización(es) de la Ocurrencia

Officer(s) Involved: _____
Oficial(es) involucrado(s)

Type of Comment: ____ Commendation ____ Complaint ____ Inquiry (Brief – offensive language, harassment, etc.)
Tipo de Comentario: ____ Reconocimiento ____ Queja ____ Pregunta (Breve – lenguaje ofensivo, hostigamiento, etc.)

Brief Narrative of Circumstances:
Breve narrativo de las circunstancias:

Witnesses: Name _____
Nombre _____
Address _____ Telephone _____
Domicilio _____ Teléfono _____

Name _____
Nombre _____
Address _____ Telephone _____
Domicilio _____ Teléfono _____

WARNING It is a violation of Section 47.5 of the California Civil Code to knowingly file a false complaint against any person. Doing so could subject you to a civil lawsuit.

ADVERTENCIA Es una violación de sección 47.5 del Código Civil de California hacer una queja falsa deliberadamente contra cualquier persona. Con hacerlo se puede exponer a una demanda en la corte civil.

“I hereby certify that, to the best of my knowledge, the statements herein are true.”
“Yo certifico que, en lo mejor de mi conocimiento, las declaraciones contenidas son verdaderas.”

Signature of Commentator: _____
Firma de la persona haciendo el reconocimiento/queja

Form provided by: _____ Date: _____
Forma suministrado por: _____ Fecha: _____

Action(s) taken by Supervisor (Investigated, Officer Counseled, Unfounded, Referred to the Professional Standards Unit, etc.
Acción(es) tomada por el supervisor (Investigadas, Aconsejado, Caso Invalido, Referido a la Unidad de Normas de Conducta, etc.)

Report received by: _____
Reporte recibido por: _____

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City of Oxnard Police Department
Internal Affairs Unit
251 South "C" Street
Oxnard, California 93030

Oxnard City Council Meeting

May 20, 2025

Oxnard Police Department

“Military Equipment” Use Report

for

Calendar Year 2024

Commander Steve Trickle



That the City Council:

1. Receive the Police Department's annual report concerning its inventory and use of military equipment, in accordance with Government Code sections 7070-7075.
2. Approve the renewal of City of Oxnard Ordinance 3014, which is codified in Oxnard City Code Section 2-212 as the City's "Military Equipment Policy" as required by Government Code section 7071 (e)(1).
3. Approve the continuing authorization for the funding, acquisition, and use of military equipment by the Oxnard Police Department's military equipment inventory as required by Government Code section 7071 (e)(2).
4. Approve the acquisition and use of the following military equipment items:
 - a. Five (5) 40mm projectile launchers
 - b. Twenty-four (24) .223 caliber rifles

Assembly Bill 481

- Signed by Governor Newsom September 30, 2021
 - Concern over the militarization of police departments in US
 - Concern over the use of surplus military equipment
 - Improved transparency
- Defines certain equipment as “military equipment”
- Codified in Government Code sections 7070- 7075
- Went into effect on January 1, 2022
- Law enforcement agencies must meet certain requirements to use equipment defined in these codes



- Defense Logistics Agency's *1033 Program*
- Formerly Defense Reutilization Marketing Office Program ("DRMO")



***OXNARD PD CEASED PROCURING EQUIPMENT
FROM THESE PROGRAMS***

EQUIPMENT DEFINED AS MILITARY EQUIPMENT ⁵

- Although defined as “military equipment” it is not necessarily manufactured, intended for use, or used by the military
- Most of the equipment defined in these codes has been utilized by the Oxnard Police Department for decades
- Many of the items are not weapons
- The majority of the weapons are “less lethal” weapons

Examples of “Military Equipment” under AB 481

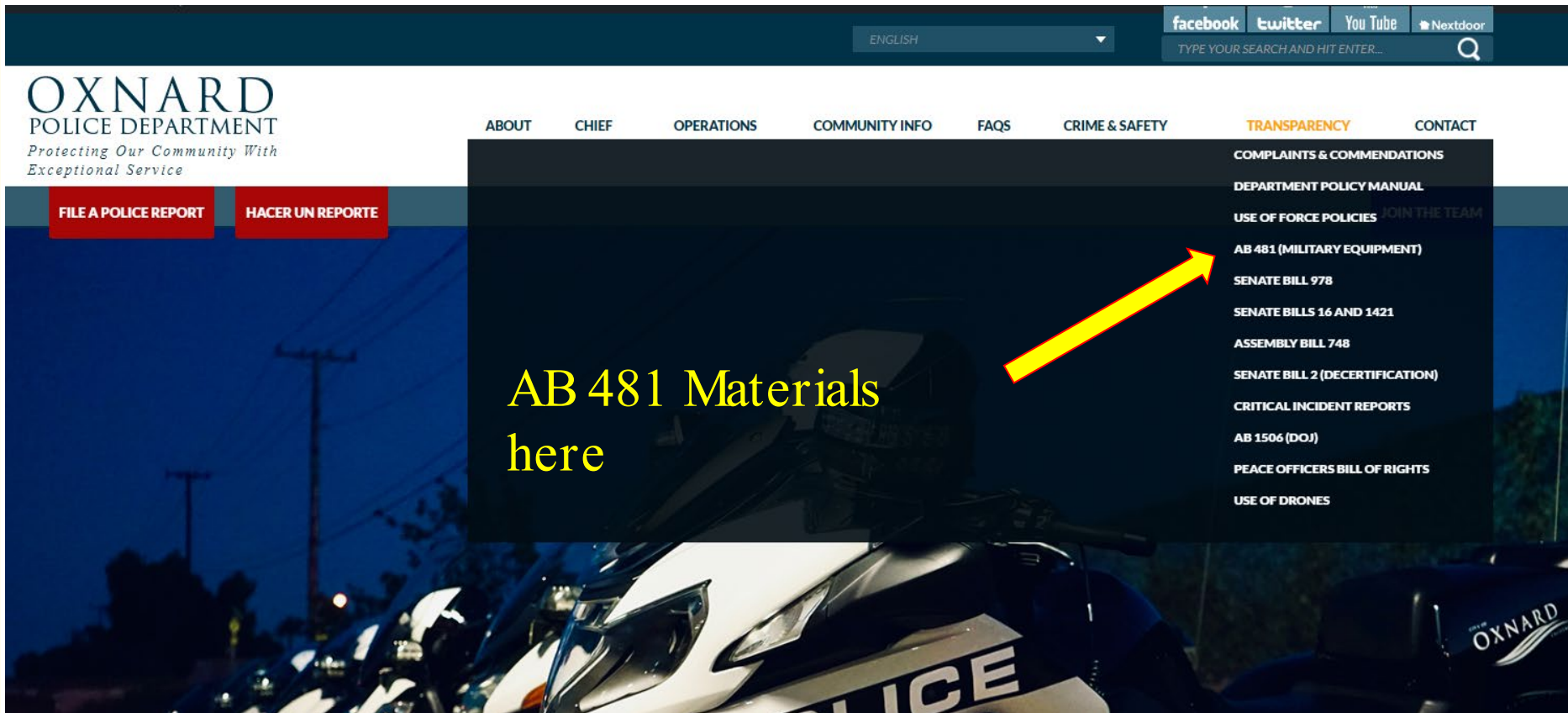
- Command vehicles
- Armored vehicles
- Unmanned aerial vehicles (“drones”)
- Less lethal shotguns
- 40mm less lethal impact weapons
- Chemical agents
- Patrol rifles

***This is not a comprehensive list*

- Law enforcement agencies must obtain approval from their applicable governing body (City Council) via the adoption of a “military equipment” use policy by ordinance before the law enforcement agency may fund, acquire, or use such equipment.
- A public meeting to discuss this policy was held 30 days prior to City Council approving
- On June 7, 2022, the Oxnard City Council adopted the Oxnard Police Department’s Military Use Policy (Policy Section 708)

- Policy went into effect July 6, 2022
- Policy must be available to the public
 - <https://sites.google.com/oxnardpd.org/department-policy-manual/department-policy-manual>
 - <https://sites.google.com/oxnardpd.org/ab-481/ab-481>
- Policy includes the department's military equipment inventory
- City Council must vote annually to re-approve this policy
- Department must provide an annual "military equipment use report"
- Department must have a community meeting





- <https://sites.google.com/oxnardpd.org/departments-policy-manual/departments-policy-manual>
- <https://sites.google.com/oxnardpd.org/ab-481/ab-481>



Military Equipment Report must contain the following information:

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning the military equipment.
- The results of any internal audits, information about violations of the military equipment use policy, and any actions taken in response.



MILITARY EQUIPMENT USE REPORT CONTINUED¹

- The total annual cost for each type of military equipment.
- The quantity possessed for each type of military equipment.
- If the law enforcement agency intends to acquire additional military equipment in the next year, and the quantity sought for each type of military equipment.

The report covers calendar year 2024

The following slides include highlights from the Oxnard Police Department's 2024 Military Equipment Use Report that was provided to City Council.

There were no complaints related to the military equipment in 2024, nor were there any violations of policy related to the equipment.

(Due to the amount of data included in the report, please hold your questions to the end of the presentation)



Uncrewed, remotely piloted, powered aerial or ground vehicles

- OXPD has used unmanned aerial vehicles (UAV) since 2019
- These vehicles provide a wide range of defined operations
- All OXPD drone pilots are FAA certified
- UAV operations are documented in a “flight log”
- No complaints were received regarding the use of UAVs
- UAVs were used one hundred eighty (180) times during this reporting period

CURRENT OXPD DRONES



DJI Matrice 210



DJI Mavic Enterprise



DJI Avata



DJI M30

Approximate size comparisons are relative, and not to scale



Breakdown of UAS Deployments in 2024

Field Operation Support (e.g., area searches)	58
Tactical Assists	49
Crime Scene Documentation	19
Special Event Support	17
Area Mapping	11
Drone as a First Responder (Test Program)	13
Training	13
Total	180



Drone First Responder (DFR) Program

- Five (5) year contract approved by City Council in 2024
- BRINC Drones Inc.
- Three (3) drone nests with drones (BRINC Responder)
- Two (2) tactical drones (Lemur 2)



Unmanned, ground, robotic vehicles

- Small, battery operated, remote controlled vehicles
- SWAT Team possesses two (2) of these vehicles
- Has the ability to locate and communicate with suspects
- A search warrant must be obtained prior to using this vehicle to enter a residence
- Training to operate is provided by SWAT officers
- No ongoing costs associated with these items
- This equipment was used (3) times during this reporting period.



Transcend Robotics Vantage Robot

- This device is used to enter structures to locate violent, often armed, subjects wanted for violent crimes.
- This equipment provides a safer option for officers to get a view into a building or structure through the robot's camera system, and decreases the likelihood of a lethal force encounter
- No ongoing costs



Transcend Robotics Vantage Robot

- September 8, 2024 deployment



Mine-resistant ambush-protected vehicles or armored personnel carriers

- The Department owns two (2) Lenco Bearcat armored vehicles
- Provides ballistic protection during high-risk incidents
- No weapons
- Gives officers the ability to safely utilize de-escalation techniques
- Also used by Fire Department Tactical Emergency Medical Services (TEMS)
- Only ongoing costs are preventative maintenance and fuel (approximately \$1,100 per unit per year)
- Used on forty-eight (48) occasions in 2024
 - 3 responses to armed subjects and assist patrol officers
 - 25 for search warrants
 - 20 for community engagement events
- No complaints were received during this reporting period



Oxnard Police Department Armored Rescue Vehicle (Lenco Bearcat)





Oxnard Police Department Armored Rescue Vehicle (Lenco Bearcat)



Tracked armored vehicles that provide ballistic protection and utilize a tracked system

- The Police Department does not own this type of vehicle
- The Ventura County Sheriff's Department owns a Rook
- Small ballistic Caterpillar
- Mitigates risks to SWAT officers while performing dangerous tasks during high-risk incidents
- The Sheriff's Department makes this equipment available to the Department
- Used on one (1) occasion this reporting period
- There are no costs to the City associated with its use
- No complaints were received

“The Rook”



Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

- The Department currently owns thirteen (13)
 - Two (2) large command vehicles
 - Two (2) Sprinter vans
 - One (1) DUI enforcement trailer
 - Eight (8) Ford Explorer sport utility vehicles
- The Ford Explorers are used on a daily basis
- The large command vehicle was used eighteen (18) times in 2024
- The UAS van was used one hundred eighty (180) times
- The traffic van was used fifteen (15) times
- After the initial purchase cost, the only ongoing costs are fuel and maintenance (approximately \$63,400 for fuel and maintenance)
- No complaints regarding the use of these vehicles were





Battering rams, slugs, and breaching apparatuses that are explosive in nature

- The SWAT Team has two (2) shotguns designed for breaching
- The shotguns were purchased approximately 20 years ago
- All required training is provided by Department personnel
- There are no ongoing costs associated with this equipment
- These items were not used during this reporting period outside of training



Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code

.223 caliber rifles

- Only officers who have received POST training may carry .223 caliber rifles
- Officers must qualify and re-qualify on an annual basis
- Rifles are only used when circumstances indicate the use of lethal force may become necessary
- The Department spent approximately \$10,598.85 on ammunition and maintenance

- Ongoing training and maintenance is provided by Department Range Safety Unit personnel
- This weapon was fired on one occasion while confronting a suspect armed with a handgun during this reporting period
- California POST defines the intentional pointing of a firearm at a member of the public as a “reportable use of force”
- All reportable uses of force are investigated and tracked by the Professional Standards Unit
- During this reporting period rifles were “pointed” on (87) occasions
- The Department did not receive any complaints regarding the use of rifles

Precision .308 caliber rifles

- In addition to .223 caliber rifles, the Police Department also possesses eleven (11) .308 caliber precision rifles,
- Used only by a few select officers assigned to the SWAT Team
- Officers assigned these rifles receive extensive training and qualify on a monthly basis
- These rifles were not fired other than during training
- The Police Department did not receive any complaints



“Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray

“Flashbangs” (Light Sound Diversionary Devices)

- The SWAT Team uses them
- Provides officers with a method to distract violent suspects
- Significantly reduces risks to officers when dealing with violent suspects
- Officers authorized to use these devices must attend a POST-certified course provided by Department personnel
- These devices were used thirty (30) times in 2024
 - Gained suspect’s compliance on 27 of the 30 occasions, eliminating the necessity for any additional force tactics
- The Department did not receive any complaints





“Flashbangs” (Light Sound Diversionary Devices)

Tear gas

- The SWAT Team has chemical agents, more commonly known as “tear gas”
- Less lethal tool used to safely compel barricaded suspects out of vehicles or structures
- Used during high-risk incidents to mitigate risks to officers
- Training is provided by POST-certified SWAT personnel
- Used three (3) times during this reporting period
- The Department did not receive any complaints



CS Gas (not to scale)

Pepperball

- Less lethal weapon that deploys small spheres filled with a chemical irritant
- Used to overcome a resistant violent suspect without the need to use lethal force
- Officers are trained by POST-certified personnel
- The pepperball was used seven (7) times during this reporting period
- The Department did not receive any complaints



Pepperball launcher and munitions (not to scale)

40mm projectile launchers, “bean bag”, rubber bullet, and specialty impact munition weapons

Bean bag shotgun/ 40mm extended range impact weapon

- The Police Department uses 12 gauge less lethal shotguns and 40mm impact devices
- These less lethal devices give officers the ability to address a violent suspect from a safe distance
- Increased distance provides for more opportunity to use de-escalation techniques
- The less lethal shotgun was used on three (3) occasions while the 40mm was not used
- Any deployment, whether or not it makes contact with a subject, is a reportable use of force and is reviewed by the Professional Standards Unit



40MM Launchers and Munitions

Bean Bag Shotgun and Munitions

Government Code 7070 requires the Police Department to:

- Disclose any equipment deemed military equipment under this statute that the Department intends to acquire
- Including the number and type sought, during the next reporting period.

40mm Projectile Launchers

Five (5) additional 40mm projectile launchers

- Less lethal tools allow officers to engage violent, potentially armed suspects from a safe distance, also allowing officers to attempt de-escalation techniques
- Often prevent officers from using lethal force
- The addition of these items is intended to increase the availability of this option when needed, and will be secured in the K-9 Patrol Units
- The total cost to purchase these 40mm launchers is approximately \$9,686.00 which will be paid using Supplemental law Enforcement Services Fund (SLESF)



40mm rounds (training and live)

- The Department's inventory of 40mm rounds has become depleted over the last year due to expired rounds and use during previous years
- The addition of new 40mm projectile launchers also increases the need for training and live rounds
- The total cost to purchase these rounds are \$9,360.00 and will be paid using the General Fund





.223 Caliber Rifles

- Twenty-four (24) replacement .223 caliber rifles
- The rifles currently assigned to the Patrol Bureau are over 20 years old and have exceeded their expected lifespan under patrol team conditions
- Needed for increased firepower and accuracy in situations that require the ability to engage targets at longer distances, penetrate barriers, and effectively address threats, while minimizing risk to officers and members of the public.
- Provide a tactical advantage in addressing high-risk scenarios such as active shooter situation or dealing with heavily armed suspects
- The total cost to purchase these rifles is \$47,945 and will be paid using Asset Seizure Forfeiture Funds (AFF)



QUESTIONS

