

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.



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

Meeting Location: Council Chambers, 305 West Third Street

June 26, 2025

Closed Session - 5:30 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: 850 0224 8965
3. Passcode: 889070

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 (5:30 PM)

1. 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

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

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, and on non-action items such as ceremonial items, report of city manager / executive director / secretary, and city council/ housing authority / successor agency / financing authority business / committee reports. 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 minutes of the June 3, 2025 regular meeting as presented.

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

2. Community Development Department

SUBJECT: Agreement to prepare a Transit-Oriented Development/High Quality Transit Corridor Specific Plan.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Gruen Associates (Agreement No. 32500483), for a period of up to 2 years, for an amount not to exceed \$1,075,609 for the preparation of a Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan and associated tasks.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

3. 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 April 2025.

(This item did not originate in Committee)

Legislative Body: City Council

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

4. Information Technology Department

SUBJECT: Agreement with Toshiba Business Solutions for Printers and Scanners.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a five year agreement with Toshiba America Business Solutions (No. 32600026) for the purpose of citywide managed print, scan and copy services in the amount of \$745,840.80 plus a 10% contingency amount of \$74,584.08 to cover future needs or incidental costs, for a total authorized amount of \$820,424.88.

(The Finance & Governance Committee approve 3-0 on June 3, 2025.)

Legislative Body: City Council

Contact: Robert Ruben, (805)385-7554

L. PUBLIC HEARINGS

M. REPORTS

1. Public Works Department

SUBJECT: Sixth Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Refuse Collection Vehicles for the Environmental Resources Division. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Sixth Amendment to a Rental Agreement with Big Truck Rental, LLC in the amount of \$1,226,541 for a new total not-to-exceed \$6,304,576 and extend the term to June 30, 2026, for the rental of refuse collection vehicles.

(This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on June 27, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/tBr464tbdoA>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

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

RECOMMENDATION: That the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), adopt the following Resolutions:

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

Acquisition Agreement, Revise the Appropriations Limit of said Community Facilities District, and Other Related Actions in Connection Thereto; and setting the Public Hearing for July 15, 2025.

(Finance and Governance Committee approved 2-1 on May 13, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/mfsJFpp2yfM>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Community Development Department

SUBJECT: Private Parking Ordinance. (20 minutes)

RECOMMENDATION: 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 COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING; FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.”

(Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 13, 2025.)

Please click on the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/T3OMMHpO_eE

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

4. Housing Department

SUBJECT: Authorize the Assessment and Collection of Fees within the Oxnard Downtown Management District for Fiscal Year 2025-26. (10 minutes)

RECOMMENDATION: That the City Council adopt a resolution authorizing the assessment and collection of fees within the Oxnard Downtown Management District for Fiscal Year 2025-26.

(This item did not originate in Committee.)

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

Legislative Body: City Council

Contact: Brenda Lopez, (805) 385-8092

5. Community Development Department

SUBJECT: Planning Commission Stipend. (20 minutes)

RECOMMENDATION: That the City Council:

1. 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 CHAPTER 2 ARTICLE II DIVISION 7 SECTIONS 2-96 AND 2-97 OF THE OXNARD

CITY CODE ESTABLISHING A STIPEND FOR SERVICE ON THE OXNARD PLANNING COMMISSION”; and

2. Adopt a resolution establishing \$150 per meeting compensation for the members of the Planning Commission of the City of Oxnard; and
3. Approve a Fiscal Year 2025-26 budget appropriation from the General Fund (101) available fund balance in the amount of \$26,250.

(Finance and Governance Committee approved 2-1 on March 11, 2025).

Please click on the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/jlWlqSrILR0>

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

N. ADJOURNMENT



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

DATE: June 26, 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 minutes of the June 3, 2025 regular meeting as presented.

BACKGROUND

Approval of minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. City Council meeting of June 3 2025

MINUTES
OXNARD CITY COUNCIL
June 3, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:33 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; Aaron Starr and Gabriel Teran were present. The City Clerk stated that the agenda was posted on Thursday, May 22, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. Councilman Starr stated “that he is recusing himself from Closed Session Item C-1 due to the potential conflict of interest. The City of Oxnard is not a defendant in this case. Neither am I, nor is Moving Oxnard Forward. Once the case is no longer seal, the identity of the defendant or defendants will be disclosed and while I believe my involvement in this case as a Key M Plaintiff is aligned with the City’s interest, I can foresee a scenario where that can no longer be the case, and for that reason, I am recusing myself from this item C-1.”

At 4:34 p.m., Councilwoman Gabriela Basua was present and stated that she will be recusing herself from Closed Session Item C-2 because of the potential conflict of interest regarding her employment with the City of Port Hueneme.

At 4:36 p.m., the City Council recessed to a closed session. At 4:37 p.m., Councilwoman Gabriela Rodriguez was present.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section
54956.9(d)(1) (filed under seal pursuant to Government Code Section 12652) and
ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(4)) regarding
whether to intervene in the action filed under seal: one potential case.
Ventura County Superior Court
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

(Government Code section 54956.9(d)(4))

Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

Legislative Body: City Council

City Attorney Fischer announced: “On Item C-2: the City Council by unanimous voted with Councilwoman Basua having recused herself and not participating in the matter at all, has directed the City Attorney to initiate an action. The action, the defendants and the other particulars shall, once formally commence be disclosed to any person upon inquiry, unless to do so would jeopardize the City’s ability to effectuate service of process on one or more of the unserved parties, or that to do so would jeopardize the City’s ability to conclude existing settlement negotiations to its advantage.”

D. APPOINTMENT ITEMS (5:30 PM)

1. City Clerk Department

SUBJECT: Presentation by the County of Ventura on Vector Control. (20 minutes)

RECOMMENDATION: That the City Council receive the verbal report regarding the Ventura County Resource Management Agency, Environmental Health Division Vector Control Program and provide comments.

Cary Svoboda and Steven Solomon with the Ventura County Resource Management Agency, Environmental Health Division, Vector Control Program presented and answered the City Council’s questions. No public comments were received.

E. OPENING CEREMONIES (6:00 PM)

At 6:14 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, May 22, 2025 at the Library, City Hall kiosk, City Administrative offices and on the City of Oxnard website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Jose Luis Ramirez, a student at Anacapa Adult Transition School, followed by a moment of silence in honor of former City employee Roger Rider.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen Fischer, City Attorney; Brenda Lopez, Interim Housing Director; Jeff Pengilley, Community Development Director; Kenneth Rozell, Chief Assistant City Attorney; Elle McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Jason Benites, Police Chief; Dale McAlpine, Commander; Alexander Hamilton, Fire Chief; Julie Estrada, Cultural and Community Services Manager and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating June 12, 2025 as "Philippine Independence Day Flag Raising."

Mayor Mc Arthur read the proclamation and presented it to Grace Tuazon, Sonia Armedilla and Alvin Manzanilla who thanked the City Council for the recognition.

Public comment were received from Ronald Arruejo.

2. SUBJECT: Presentation of a Proclamation Designating June 21, 2025 as the "34th Annual Juneteenth Celebration."

Mayor Mc Arthur read the proclamation and presented it to Angela Mitchell Landers, Bruce Stewart and Julia Dixon who thanked the City Council for the recognition and invited everyone to participate in the 34th annual Juneteenth celebration on June 21, 2025 at Plaza Park.

3. SUBJECT: Presentation of a Proclamation Designating June 2025 as "Pride Month in the City of Oxnard."

Councilwoman Rodriguez invited Grupo Danza, Cetilizhi Nauhcampa, Obsidian, the Amber Show, Diversity Collective of Ventura County, Oxnard LGBTQIA+, HOPE Counseling Center, PFLAG Ventura, One Step a La Vez, Fillmore is Proud, Ventura County Public Health, Get Loved Movement, Mixteco Indigenous Community Organizing Project, Transverse, Oxnard College Rainbow Resource Center, Oxnard College Rainbow Café and Queer Affair Club of Oxnard College. Councilwoman Perez read the proclamation and presented it to the various groups present who thanked the City Council for this recognition.

Public comments were received from Sean Ennloe, Dr. Sandra I. Aldana and Steven Auclair.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Greg Runyon (passing of former Dr. Holden); Manuel Herrera (various issues); and Eric Andrist (various issues).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager commented on various items, including the 5th Annual Insect Festival, reporting of fireworks and stated that June is Elder and Disability Abuse Awareness Month and introduced Commander Cody Collet who stated that residents can call and report the abuse.

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. L-4 and L-8 were reviewed and discussed among the Council and staff.

Mayor Pro Tem Teran stated that he is recusing himself from Item L-8 due to the nature of his work with the County of Ventura.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the regular meeting minutes of May 20, 2025.

2. Cultural & Community Services Department

SUBJECT: Retired and Senior Volunteer Program (RSVP) Grant Application and Revenue Approval.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,868**:

1. Authorizing the City Manager or designee to accept the award of \$645,000 in federal AmeriCorps grant funds with a local match of \$71,688 over three years to be used for the Retired and Senior Volunteer Program grant;
2. Authorizing the City Manager or designee to execute grant agreements;
3. Authorizing the Chief Financial Officer or designee to submit financial reports, grant claims and approve special budget appropriations for the use of the grant funds;
- and 4. Authorizing the Cultural and Community Services Director or designee to submit non-financial reports.

(This item did not originate in Committee.)

3. Cultural & Community Services Department

SUBJECT: Appointment of Two Representatives to the Ventura County Area Agency on Aging Advisory Council.

RECOMMENDATION: That City Council approve the recommendation from the Senior Services Commission to appoint Chair Alice Sweetland and Commissioner Gloria Massey China to the Ventura County Area Agency on Aging Advisory Council.

(This item did not originate in Committee.)

4. Cultural & Community Services Department

SUBJECT: Ordinance Revising the Cultural Arts Commission Powers & Duties.

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of **Ordinance No. 3061** titled:

"ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 2-131 TO THE OXNARD CITY CODE UPDATING THE POWERS AND DUTIES OF THE CULTURAL ARTS COMMISSION"

(Community Services, Public Safety, Housing and Development committee approved 3-0 on May 13, 2025).

5. Finance Department

SUBJECT: Accounting and Financial Risk Assessment Update.

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

(Finance and Governance Committee approved 3-0 on May 13, 2025).

6. Finance Department

SUBJECT: City's Monthly Investment Report for the period ending April 2025.

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

(This item did not originate in Committee.)

8. Police Department

SUBJECT: Ventura County Animal Services Agreement FY 2025-26.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to sign an amendment to the services agreement (A-8151) with the County of Ventura Animal Safety and extend the agreement one additional year; and
2. Approve and authorize the Mayor to sign a Service Level Request in the amount of \$3,100,658.94 for budgeted cost of animal care services for FY 25-26, with estimated additional costs and credit offsets for a projected total net cost of \$2,742,633.94, for the sixth year of a six-year agreement (A-8151) with the County of Ventura to provide animal safety services.

(This item did not originate in Committee since this is a continuation of a previous

item approved by the City Council on July 2, 2024.)

Consent Items L-1, 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 items as presented. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Starr, Teran and Basua voted in favor; motion passed 7-0.

Consent Item No. L-4

Cultural and Community Services Manager Estrada was available to answer questions. Discussion ensued among the Council and staff.

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

Consent Item No. L-8

Mayor Pro Tem recused himself and left the dias.

The Police Chief, Commander McAlpine and Esteban Rodriguez with the County of Ventura Animal Shelter were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilwoman Basua, seconded by Councilmember Perello, to approve the Information/Consent item as presented. VOTE: Perello, Perez, Rodriguez, Starr, Basua and Mc Arthur voted in favor; motion passed 6-0-1 with Mayor Pro Tem Teran recused himself due to a potential conflict of interest due to the nature of his work with the County of Ventura.

M. PUBLIC HEARINGS

1. Finance Department

SUBJECT: FY 2025-26 Proposed Budget Public Hearing. (90 minutes)

RECOMMENDATION: That the City Council conduct a public hearing on the Fiscal Year (FY) 2025-26 Proposed Budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the Proposed Budget, in preparation for budget adoption on June 17, 2025.

OXNARD HOUSING AUTHORITY

At 8:08 p.m., the joint meeting with the Oxnard Housing Authority concluded.

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

The City Clerk announced the affidavit of publication published in Vida Newspaper on May 22, 2025 and stated that four written communications were received from Lawrence Stein on this item.

The City Manager, Assistant City Manager Sonstegard, Chief Financial Officer and Chief Assistant City Attorney 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 Phil Molina.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

2. Public Works Department

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

RECOMMENDATION: That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District:

1. Hold a Public Hearing on June 3, 2025, to receive public testimony regarding the proposed Fiscal Year 2025-26 assessments for the Mandalay Beach Maintenance District; and
2. Adopt **Resolution No. 15,869** to levy the special tax assessment for Fiscal Year 2025-26 within the Mandalay Beach Maintenance District for Fiscal Year 2025-26.

(Public Works and Transportation Committee approved 2-1 on May 13, 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 May 22, 2025 and no written communications were received on this item.

The Public Works Director and Special Districts Manager 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 Caller Ending in 4716.

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 Councilmember Perello, seconded by Mayor Mc Arthur, to approve the recommended action. VOTE: Rodriguez, Teran, Basua, Mc Arthur, Perello and

Perez voted in favor; motion passed 6-1, with Councilman Starr voting no.

N. REPORTS

1. Public Works Department

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

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

1. Adopt “**Resolution No. 15,870*** of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for Fiscal Year 2025-26 in connection with the city’s landscape maintenance districts”;
2. Adopt “**Resolution No. 15,871*** of the City Council of the City of Oxnard, California, approving a consolidated engineer’s report regarding assessments against real property for Fiscal Year 2025-26 in connection with the city’s landscape maintenance districts”;
3. Adopt “**Resolution No. 15,872*** of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for fiscal year 2025-26 in connection with the city’s landscape maintenance districts” setting the Public Hearing for June 17, 2025;
4. Approve a one-time fund balance contribution from the General Fund to LMD-49 in the amount of \$54,802 as outlined in this staff report; and
5. Approve a distribution of LMD-54 reserve fund balance in the amount of \$31,386 to the equivalent benefit units in LMD-54 as outlined in this staff report.

(Finance and Governance Committee approved 2-1 on May 13, 2025)

Public comments were received from Alicia Percell and Doug Partello. The Public Works Director and Special Districts Manager were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilwoman Rodriguez, seconded by Councilwoman Perez, to approve Recommendation Nos. 1, 2 and 3 as recommended. VOTE: Teran, Basua, Mc Arthur, Perello, Perez and Rodriguez voted in favor; motion carried 6-1 with Councilman Starr voting no.

*Councilmember Perello voted yes with recusal on LMD No. 13 and Councilman Starr voted no with exception of LMD No. 30 to which he’s abstaining.

Recommendation Nos. 4 and 5

It was moved by Councilwoman Rodriguez, seconded by Mayor Pro Tem Teran, to

approve Recommendation Nos. 4 and 5 as recommended. VOTE: Rodriguez, Perez, Perello, Mc Arthur, Basua, Teran and Starr voted in favor; motion carried 7-0.

At 9:39 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 10:00 p.m. VOTE: Basua, Perello, Perez, Rodriguez, Starr, Teran and Mc Arthur voted in favor; motion carried 7-0.

2. Community Development Department

SUBJECT: Ordinance Designating Fire Hazard Severity Zones. (20 minutes)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3062** titled:

“AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING CHAPTER 14, ARTICLE XIX TO THE OXNARD CITY CODE DESIGNATING FIRE HAZARD SEVERITY ZONES.”

(This item did not originate in Committee.)

No public comment was received. The Community Development Director and Fire Chief were available to answer questions. Discussion ensued among the Council and staff.

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

3. Public Works Department

SUBJECT: Public Project Agreement 32500494 with C.S. Legacy Construction, Inc. for Oxnard Beautification and Cleanup Project, Specification No. PW 24-62. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$2,765,624.79 in Project funds for the Oxnard Beautification and Cleanup Project, Specification No. PW 24-62;
2. The Mayor to execute an Agreement with C.S. Legacy Construction, Inc. in the amount of \$2,506,996.79 for the Project and approve a Project contingency amount of \$129,314.00 (~5%) for a total not to exceed value of \$2,636,296.79 for the Project;
3. A Project allocation amount of \$129,314.00 (~5%) for engineering, inspection, survey and project management for the Project;
4. Authorize a maximum amount of \$1,600,000 budget appropriation, and

corresponding transfer in revenue in the same amount, in the Capital Outlay Fund (301) to the Oxnard Beautification and Cleanup Project (C2317), funded from a transfer of existing FY 2024-25 General Fund (101) appropriations;

5. Approve project budget appropriations of \$1,074,578 in Fiscal Year 2024-25 consisting of \$870,000 of available fund balance from the American Rescue Plan Act (ARPA) Fund (320) and \$204,578 of available fund balance from the Tax Allocation Bond (TAB) Fund (HERO Project Area, Fund 315) to the Oxnard Beautification and Cleanup Project (C2317) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount;

6. Authorize the Public Works Director, or designee, to apply for a turf replacement rebate program up to a maximum amount of \$638,500 with Metropolitan Water District (MWD) of Southern California and to approve the budget appropriations, once awarded, for use in the Oxnard Beautification and Cleanup Project (C2317).

7. Incorporating the Oxnard Beautification and Cleanup project into the adopted 2025-2029 Capital Improvement Program; and

8. Incorporating the Del Sol Community Garden Activation project into the 2025-2029 Capital Improvement Program.

(This item did not originate in Committee as these are grant-funded projects whose grant applications were previously approved by the City Council.)

Public comments were received from Angela Whitecomb. The Public Works Director and Assistant City Attorney McCarron were available to answer questions. Discussion ensued among the Council and staff. The City Clerk stated that written comments were received from Ana Carrillo and Juan Navarro.

It was moved by Councilman Starr, seconded by Mayor Mc Arthur, to approve the recommended action. VOTE: Basua, Perello, Perez, Mc Arthur, Rodriguez, Starr and Teran 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 10:18 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: June 26, 2025
TO: City Council
FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org
SUBJECT: Agreement to prepare a Transit-Oriented Development/High Quality Transit Corridor Specific Plan.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with Gruen Associates (Agreement No. 32500483), for a period of up to 2 years, for an amount not to exceed \$1,075,609 for the preparation of a Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan and associated tasks.

(This item did not originate in Committee.)

BACKGROUND

EXECUTIVE SUMMARY

The City applied for and was granted \$1,075,807 from the Southern California Association of Governments (SCAG) to establish a TOD/HQTC Specific Plan in areas of the City to be determined through the grant.

The City's goal in applying for and securing this grant is to create a Specific Plan with Housing Incentive Area Tiers that accelerates infill development, and establishes graduated density and graduated mixed-income affordable housing requirements for each housing tier. The project is being undertaken in order to implement the City's 2021-2029 Housing Element ("Housing Element") Programs 31 (Oxnard Blvd. Corridor, HQTC Sites Selection and Analysis) and 19 to improve livability and accommodate more housing regardless of income level.

Gruen Associates (Gruen) was selected as the most qualified firm to perform the work due to their overall experience, application on similar projects, responsiveness to address local solutions and approaches, competitive timeline, and budget.

Attachment 1, Exhibit A (Work Task Summary) clarifies anticipated timeframes when actions will occur. However, due to the delays with SCAG confirming the availability of funding and providing the Memorandum of Understanding (MOU) for the City's execution, the City is concerned that the SCAG deadline of June 30, 2026 is not realistic. Therefore, if HCD and SCAG do not extend the grant to June 30, 2027, the City will have to terminate its contract with Gruen for convenience, which is permissible under the Agreement and terminate the MOU with SCAG.

BACKGROUND

In July 2023, the City Council authorized the City Manager to apply for the SCAG, Regional Early Action Planning Grant, known as REAP 2.0, to Promote Housing Infill on Public and Private Lands (HIPP), to be used for the development of a TOD/HQTC program. The SCAG REAP 2.0 program seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. The REAP Program is intended to support actions at the programmatic level to increase and create greater capacity for housing along corridors and transit stops, reduce per capita vehicle miles traveled, increase housing supply at all affordability levels, affirmatively furthering fair housing, and facilitate the implementation of adopted regional and

local plans to achieve these goals.

In October 2023, SCAG announced that the City would be awarded a REAP 2.0 grant for \$1,075,807 to establish a TOD/HQTC Specific Plan with Housing Incentive Area Tiers for accelerated infill development near SCAG's identified 2045 HQTC.

In January 2024, SCAG notified the City that the award was placed on hold due to potential cuts to housing programs in the Governor's draft 2024-25 budget.

In August 2024, SCAG restarted the REAP 2.0 program and confirmed funding for the TOD/HQTC Specific Plan. Due to lost time, in October 2024 HCD authorized a grant extension to June 30, 2026 (rather than December 31, 2025) to complete the project. With this extension, grantees would have an additional 6 months past the original contract termination date to secure project approval.

In December 2024, SCAG approved the City's project Scope of Work and the City issued a Request for Proposals (RFP) for preparation of a TOD/HQTC Specific Plan and associated tasks, including analysis, public outreach and preparation of the environmental document.

On March 20, 2025, SCAG signed the MOU with the City. SCAG clarified in correspondence regarding the MOU that all project funds must be expended by June 30, 2026, and grantees can obtain final adoption of the deliverable(s) by November 30, 2026.

On April 4, 2025, SCAG staff issued a correction on their understanding of deadlines and announced that all parts of the project, including City Council approval, were required to be completed by June 30, 2026. This deadline would require the City to condense the Specific Plan process to fully execute the project within one-year; City staff deemed that this timeframe essentially rendered the project infeasible. SCAG staff informed the City that they had requested that HCD allow a one-year extension; in effect, that City Council approval be allowed to be accomplished by June 30, 2027. The feasibility of this extension will not be known by SCAG until June or July 2025.

The contract is being initiated now due to the timeframe established to accomplish the grant scope of work. With the City Council being dark in August and in the event SCAG approves the extension sooner, the City will be poised to initiate the work.

ANALYSIS

The RFP was posted on multiple online platforms, including the City's website. The City received six (6) proposals.

Based upon staff's evaluation and analysis, Gruen was selected as the most qualified firm to perform the work due to their overall experience, responsiveness to address local solutions and approaches, competitive timeline, and budget. The Scope of Work is provided within Attachment 1, Exhibit A.

The Scope of Work advances programs within the Housing Element, is in alignment with the City's Climate Action and Adaptation Plan (CAAP), facilitates development, and will make the City more competitive for future grants. Specifically the Scope of Work:

- implements Housing Element Program 31, which recommends developing a corridor Specific Plan or inclusionary zoning overlay that adds incentives and targeted zoning at suitable strategic areas.
- implements Housing Element Program 1, which seeks to Affirmatively Further Fair Housing by improving livability and accommodating more housing regardless of income level.
- advances the City's CAAP with the goal of locating development within close walking distance of transit services, particularly high-density housing developments and regional employment centers.
- ensures compliance with the 2021 California Comeback Plan which established the REAP 2.0 fund to confront the statewide housing affordability crisis, integrating housing and climate goals and allow for broader planning and implementation investments to facilitate housing supply, choice, and affordability.

- ensures the project implements SCAG’s Connect SoCal Plan by supporting integrated and transformative planning and implementation activities that realize the region’s mobility, land use, housing, and environmental goals.

As outlined in Attachment 1, Exhibit A the Scope of Work includes substantial community engagement, meetings with development interests and other Oxnard stakeholders, as well as charrettes, and engagement efforts which will occur with multi-language interpretation and translation.

The Scope of Work reflects a 2-year timeframe (June 2025 to June 30, 2027) for completion and adoption of the Specific Plan and all associated tasks. As mentioned earlier, SCAG has not confirmed HCD authorization for a one-year extension to allow for completion of the project. If HCD and SCAG do not extend the grant to June 30, 2027, the City will terminate both its contract with Gruen and the MOU with SCAG.

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

This contract will be entirely grant funded from existing project budget available in the State and Local Grant Fund (210). Should HCD not authorize SCAG to grant a one-year extension, this funding will be reduced and the City will terminate both its contract with Gruen and the MOU with SCAG.

For Finance Use Only: State and Local Grant Fund (Org. 2104104 Obj. 53200). Project G2516

COMMITTEE OUTCOME

This item was scheduled for the Community Services, Public Safety, Housing & Development Committee meeting on June 10, 2025. That meeting was subsequently canceled, so there is no vote to report from the Committee.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Gruen Professional Service Agreement, Scope of Work_Exhibit A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND GRUEN ASSOCIATES**

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Gruen Associates ("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."

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP), for Project seeking Professional Services for the preparation of a Specific Plan for Transit-Oriented Development (TOD) High Quality Transit Corridor (HQTC) and the RFP notified proposers that the project was subject to grant funding and included the terms and conditions of the specific grant; and

WHEREAS, the City applied for and was awarded a State grant entitled the Southern California Association of Governments (SCAG) Regional Early Action Planning Grant Program of 2021 (REAP 2.0) on March 24, 2025.

WHEREAS, Consultant submitted a proposal dated February 18, 2025 (the "Proposal") in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP, and Consultant acknowledged the project was subject to grant funding; and

WHEREAS, the City desires at this time to implement the project; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide Professional Services for the City's Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan Project on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES.

Professional Services agreement for the preparation of a Specific Plan for a Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) at approximately four (4) City Committee/Council approved areas.

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.

Gruen Associates, a California partnership of the State of California, located at 6330 San Vicente Boulevard, Suite 200, Los Angeles, CA 90048.

4. TERM OF AGREEMENT: From June 4, 2025 To June 30, 2027

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (1) consecutive (1) one-year term extension, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- 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: \$1,075,609.00

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-A
Exhibit D: State Funding/Memorandum of Understanding
Exhibit E: Living Wage Policy
Exhibit F: 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 Kathleen Mallory Title Planning & Sustainability Manager Phone 805-385-8370 Email Kathleen.mallory@oxnard.org Address 214 South C St., Oxnard, CA 93030	Consultant Designated Representative Name Vinayak Bharne Title Project Manager Phone 323-937-4270 x282 Email bharne@gruenassociates.com Address 6330 San Vicente Blvd., #200, Los Angeles, CA 90048
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- 8. CONTRACTUAL PREREQUISITES.** 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.
 - 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: ComDevAP@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax.

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.

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 (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. STATE GRANT FUNDING REQUIREMENTS. The Request for Proposal for this Agreement included a Section that placed Consultant on Notice that the Agreement and associated Scope of Work is being funded in whole or in part with state assistance under the Southern California Association of Governments (SCAG) Regional Early Action Planning Grants Program of 2021 (REAP 2.0) administered by the California Department of Housing and Community Development in accordance with Health and Safety Code sections 50515.06 to 50515.10 (Statutes) and REAP 2.0 guidelines for Metropolitan Planning Organization (MPO) applicants released by HCD pursuant to the Statutes (REAP 2.0 Guidelines). The Memorandum of Understanding between SCAG, the federally designated MPO for Southern California, and the City is attached hereto [in its entirety] as Exhibit D and

incorporated herein by this reference. Consultant shall comply with all requirements and provisions of Exhibit D.

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 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 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").

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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 defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification

provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24.INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25.LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all 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.[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. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30.DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31.DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be

selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32.ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33.CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

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.

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.

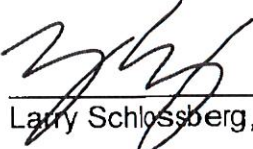
[Signatures on next page]

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

GRUEN ASSOCIATES

☐ Luis Mc Arthur, Mayor¹ _____ Date _____
☐ Jennifer Yates, Purchasing Manager² _____

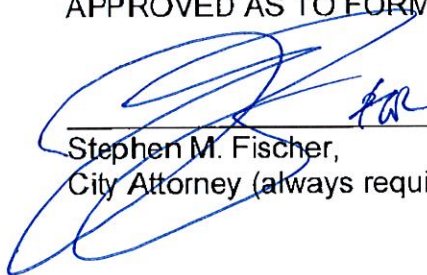
 _____ 5/5/25
Larry Schlossberg, Partner Date

3 Date

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

 _____ 5/6/25
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.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Gruen Associates)

SCOPE OF SERVICES

PROJECT MANAGER: Kathleen Mallory /805-385-8370/Kathleen.mallory@oxnard.org and Heather Davis/805-214-8352/hdavis@rinconconsultants.com

I. SCOPE OF THE PROJECT

1. **Conduct a technical assessment of the areas around the High Quality Transit Corridor (HQTC)** – For up to four select areas along the HQTC, Consultant will review the existing City infrastructure information and studies on water, sewer, stormwater, wastewater, and parking; any applicable studies from the Gold Coast Transit District (GCTD); and the SCAG Metrolink Area Station Analysis. Based on the studies, Consultant will evaluate the four areas for infrastructure gaps and transit needs, as well as development suitability.
2. **Create a Transit Oriented Development (TOD)/HQTC Specific Plan in (approximately) four approved areas** – While the boundaries of the Specific Plan are yet to be determined, this effort intends to integrate housing, land use, and transportation in up to four select areas along the Oxnard HQTC. The goal of the Plan will be to exceed (where feasible) the established City-approved base density and create Housing Incentive Area Tiers. Consultant will establish graduated mixed-income affordable housing requirements for each tier based on the distance of the areas to the SCAG identified 2045 HQTC in Oxnard – with consideration for the GCTD Plans for transit. It is Consultant's assumption that the four selected areas will be limited to the first layer of parcels or parcel assemblies facing the transit corridor.
3. **Generate incentives and strategies to incentivize and accelerate living near transit** – This will include right-sizing parking strategies, while considering existing State laws and allowances. It will include working with the GCTD to identify programs and incentives that would encourage residents to take transit. It will also include incentives for the City to encourage addressing community deficiencies by area.
4. **Coordinate the Specific Plan with previously prepared Plans and Studies** - The Specific Plan will address climate needs and implement programs identified in the City's Climate Action and Adaptation Plan (CAAP - 2022), and implement recommendations identified in the City's Sustainable Transportation Plan (STP - 2022). It will consider previously prepared infrastructure capacity studies as well as the requirements within the City's current Inclusionary Housing Ordinance (Ordinance 2980), or an alternative Inclusionary Housing Ordinance.
5. **Create a land use strategy for increasing housing capacity in areas along the HQTC** – The goal is to increase density and ridership along the corridor, which can ultimately lead to increased transit service frequency.

Relationship to Recent Studies

Consultant's initial review of previous Plans and Studies for areas along the HQTC, coupled with Consultant's recent visit to the site has offered the following insights:

Community Patterns & Aspirations - Research and outreach done during the process of preparing the City STP and 2021 Parks & Recreation Master Plan has highlighted numerous important community aspirations directly relevant to this project, including:

- a) The Five Points Northeast neighborhood, which includes the Oxnard Transit Center, has the highest percentage of workers that walk, bike or take transit to work;
- b) Along 5th Street and Oxnard Boulevard, there is desire for carshare as well as enhanced connections;
- c) There is desire for protected bike lanes, shade trees, more bike parking, bus shelters, the introduction of slower speed limits, and car charging stations.

Sustainable Transportation Plan Priority Locations - Per the City's STP, "residential development will be encouraged at sufficient densities to provide feasibility for transit services and private redevelopment. Both horizontal and vertical mixed-use development is encouraged. Existing affordable housing and designated historic structures would remain with possible adaptive reuse."

The STP has identified a number of Priority Locations towards this vision (see STP, Chapter 6, pages 186-271). The following locations are along or adjacent to the HQTC:

- a) Oxnard Boulevard, from Gonzales Road to Vineyard Avenue & Vineyard Avenue, from Oxnard Boulevard to Riverpark Boulevard
- b) C Street, from Channel Islands Boulevard to Citrus Grove Lane
- c) 5th Street, from C Street to Del Norte Boulevard & Del Norte Boulevard, from 5th Street to US-101
- d) Wooley Road, from Victoria Avenue to C Street

Assessing the High Quality Transit Corridor – Consultant's initial assessment of the HQTC has led to the following observations:

- a) The HQTC, as laid out in Connect SoCal 2024, is along a variety of streets (primarily C Street and Saviers Road), stretching from the northern to the southern boundaries of the City of Oxnard;
- b) The HQTC has an interspersed fabric of single-family neighborhoods, commercial areas, and public/institutional uses;
- c) Consultant's initial assessments lead Consultant to believe that the potential areas for new development are the non-single-family areas.

II. PROJECT APPROACH & SCHEDULE

Consultant Work: 24 months beginning June 27, 2025 or when the grant is extended by SCAG and a Notice to Proceed has been issued by the City for work to proceed through June 30, 2027

Consultant Approach outlined below is based on the following assumptions:

1. The City intends to have the adoption of the Specific Plan and the Environmental Document completed within a 24-month timeframe;
2. The boundaries of the Specific Plan are yet to be determined;
3. Within the 24-month consultant work schedule, Consultant will create a Mitigated Negative Declaration (MND) or addendum to an existing EIR, heavily supplemented by already-existing studies such as the 2030 General Plan EIR, the MND for the 2021-2029 Housing Element, and the Connect SoCal Regional Transportation Plan Program EIR;

4. Within the 24-month consultant work schedule, City staff will need interim periods for review and feedback, and City review periods are expected to be no longer than 2 weeks;
5. A 30-day period is anticipated for Public Review of the Draft Specific Plan and Environmental Document;
6. There may be unforeseen delays in decisions related to the completion of the Environmental Document;
7. An approximately 45-60-day time window will be needed to set up all required Adoption Hearings.

III. WORK PLAN

Note: Tasks are not listed in chronological order. Project management (Task 1), community outreach (Task 2) and technical work (Task 3) will occur throughout the project timeline. Additionally, some subtasks may occur out of the order listed. For example, Subtasks 3.1.A (Data Collection & Analysis), 3.2 (Boundary Formation/Mapping), and 3.5 (City Council Committee Meeting) shall conclude prior to initiating other Task 3 Subtasks.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Subtask 1.1: Project Kick-off Meeting

Consultant will begin the process with a virtual kick-off meeting with the Project Management Team (PMT) to understand the project's key goals and objectives. The PMT will consist of the SCAG Project Manager and Deputy Project Manager, the City of Oxnard Project Manager, and other relevant City staff to review project vision and goals and confirm the direction of the technical approach and engagement efforts. In this meeting, Consultant will discuss overall project approach and the Draft Project Management Plan (PMP). Topics may include:

- a) The City's goals and objectives for the project
- b) Project scope of work, schedule and budget
- c) Understanding of the Specific Plan process
- d) Other planning and/or development projects that may be relevant to this project
- e) Community engagement approach
- f) Data collection request (Task 1.6)
- g) Roles and responsibilities and communication protocols
- h) Establishment of schedule for biweekly meetings

Following the kick-off meeting, Consultant will finalize the PMP (Subtask 1.2). Concurrently, Consultant's outreach subconsultant, Kearns & West, will begin drafting the Outreach Plan (Subtask 2.1).

Consultant will submit the kickoff meeting agenda to meeting attendees at least two (2) business days in advance to allow time to review and revise the agenda. Consultant will provide meeting notes within two (2) business days after the kickoff meeting to meeting attendees to ensure that next steps are documented. Consultant will provide the PMT with presentation materials and any handouts ahead of the kickoff meeting.

Subtask 1.1 Deliverables

- 1.1.1. Project kick-off meeting agendas
- 1.1.2. Project kick-off meeting notes and list of attendees
- 1.1.3. Project kick-off materials (e.g., presentation)

Subtask 1.2: Project Management Plan and Schedule

Consultant will prepare a PMP, which will include:

- a) Contact information for the PMT
- b) Refined scope of work with deliverables

- c) Updated schedule and budget
- d) Invoicing and reporting procedures
- e) Document control and quality control procedures

The PMP will include safeguards for early identification of issues and their effective resolution. Upon approval by SCAG and the City, the PMP will be the document guiding the progression on the overall effort. Consultant will notify the PMT as swiftly as possible about any potentially necessary updates to the PMP. Any proposed changes to the overall PMP must be approved by the PMT. Consultant will deliver the Draft PMP prior to the Kickoff Meeting (Task 1.1).

The project schedule will describe all work tasks, subtasks, start dates, activity durations, product submittal dates, key project milestones, and relationships among work tasks, including critical path items. Each task and subtask deliverable will be provided to the PMT as it is completed, per the project schedule. The project schedule will include a 10-business-day review period for all deliverables, with a consolidated set of comments, edits, suggestions, and questions submitted by the PMT to the Consultant Team. Edits will be incorporated into a revised deliverable as indicated on the project schedule. The schedule may be adjusted by Consultant in consultation with – and with approval from – the PMT.

Subtask 1.2 Deliverables

1.2.1. PMP - (Draft and Final)

1.2.2. Project Schedule

Subtask 1.3: Project Management Meetings

Consultant will also set up a bi-weekly meeting schedule between City staff and the prime subconsultants for the entire duration of the 24-month project, which shall begin June 27, 2025 or when the contract is extended by SCAG and a Notice to Proceed has been issued by the City to proceed. Meeting agendas will be provided via email at least two (2) business days in advance of each meeting, and presentation materials (as needed) will be provided electronically at least 24 business hours before each meeting. Meeting notes, including itemized action items, will be provided to the City project manager within 48 business hours after each meeting.

In addition to the biweekly meetings, Consultant will be readily available for additional check-in meetings via phone, up to a cumulative total of 12 hours.

Subtask 1.3 Deliverables

1.3.1. Meeting agendas for biweekly meetings with City staff

1.3.2. Meeting notes with list of attendees

1.3.3. Meeting materials, including presentations or any handouts

1.3.4. Documentation of additional check-ins (up to 12 hours)

Subtask 1.4: Monthly Invoicing and Reporting

Consultant will prepare monthly invoices and reports in accordance with SCAG invoicing and reporting methodologies and City-approved contract protocol, as established in the PMP. Each report will follow a format approved by the SCAG Project Manager and City. Consultant will track and report critical path activities and milestones and prepare and submit monthly progress reports to SCAG and the City. Monthly progress reports will detail the work performed by task and deliverables completed during the previous month, identify any issues encountered, and provide proposed solution(s) to address said concerns.

Each monthly progress report will at a minimum include:

- a) Summary
- b) Progress narrative
- c) Description of tasks completed
- d) List of deliverable items completed
- e) Project schedule describing the percentage completed of each task/deliverable/milestone

- f) Summary of costs incurred per task/milestone with info on remaining funding by task
- g) Schedule and schedule tracking narrative
- h) Management issues
- i) Needed corrective actions
- j) Statement of resolution of problems
- k) 30-day look ahead

Subtask Task 1.4 Deliverables

1.4.1. Monthly invoices

1.4.2. Monthly progress reports

Subtask 1.5: Project Close-Out Files

At the end of the project, Consultant will document and assemble all project deliverables and provide them to SCAG and the City in accordance with SCAG's project close out procedures. Consultant will document all project deliverables and deliver them in an electronic format at the end of the project, along with an Excel file documenting location and completion of deliverables. Each task will have its own folder with subfolders for each deliverable. There will be a meeting folder including agendas, notes, and other relevant materials from all meetings held. Where applicable, all documents will be saved in both a Microsoft Word format and a "searchable" Portable Document Format (PDF) Optical Character Recognition (OCR) format for use and reference.

Subtask 1.5 Deliverables

1.5.1. Project close-out files with accompanying Excel file

Subtask 1.6: REAP Metrics Data Collection and Reporting

The Consultant Team will work with the City of Oxnard Project Manager and the SCAG Project Manager on selected measurable outcomes and metrics. Consultant will collect related existing conditions from Oxnard staff and report on the selected measurable outcomes, baseline conditions, and metrics pursuant to the schedule provided at project kickoff. Consultant will review the City's CAAP to determine how the project outcomes can be aligned with GHG reduction goals and make predictions regarding reductions as a result of successful project implementation.

Subtask 1.6 Deliverables

1.6.1. REAP metrics data collection and reporting as stipulated by SCAG and the City

TASK 2: PUBLIC OUTREACH

Subtask 2.1: Outreach and Engagement Plan

Following the Kick-off meeting (Subtask 1.1), team outreach subconsultant, Kearns & West, will develop a comprehensive Community Outreach and Engagement Plan. The Plan will identify: potential stakeholders, meeting topics, number of meetings, meeting dates, online engagement methods, and additional strategies to achieve robust input. The Outreach Plan will address language accessibility, culturally competent methods and materials, appropriate methods of engagement, communication channels and technological access considerations, and mechanisms for meaningful input. The Outreach Plan will outline the number of meetings and timing of the stakeholder engagement and how the feedback will be utilized to inform the various project deliverables.

The Plan will map out engagement with disadvantaged and historically underserved communities, including engagement efforts in South Oxnard, with translation and interpretation being key. The Kearns & West team will build the plan using proven outreach best practices in Oxnard to engage community members, businesses, and stakeholders throughout the planning process. The plan will be rooted in an equitable and inclusive framework, ensuring responsiveness to societal inequities, barriers to effective engagement, and the unique characteristics of the community. Key considerations for outreach will include:

- **Language Inclusion** – Proactively incorporating language justice throughout all outreach and engagement activities, ensuring that translation and interpretation services are seamlessly integrated for Spanish and Mixteco, as needed.
- **Convenience** – Hosting events at times and locations that accommodate working families, including farm working communities.
- **Culturally Grounded Sensitivity Engagement** – Offering interactive, culturally relevant formats that allow participants to engage in multiple ways, understanding the need to consider mono and multi-lingual communities across Oxnard.
- **Local Partnerships** – Collaborating with community-based organizations, environmental groups, agricultural organizations, trusted elders, faith-based leaders, and businesses who have strong ties to Oxnard's diverse communities.

The Outreach plan will be developed in consultation with the City's Project Manager. The City Project Manager will coordinate with the Public Information Officer (PIO) to align with established engagement and communication protocols. The Oxnard Project Manager will forward communication materials to the SCAG Project Manager to be shared with media outlets.

Subtask 2.1 Deliverables

2.1.1. Public Outreach and Engagement Plan (Draft and Final)

Subtask 2.2: Outreach Events and Summary

The following overarching assumptions and procedures guide this subtask:

- a) The descriptions below for Subtask 2.2 describe a preliminary approach that will be refined and further detailed in the Community Outreach and Engagement Plan (Subtask 2.1). Consultant also understands that the outreach process may be adjusted during the planning process to ensure maximum community engagement; any changes to this scope of work shall be mutually agreed upon by the Consultant team and City staff.
- b) The outreach will have a particular focus on accessibility and convenience for residents of disadvantaged and historically underserved communities. To promote awareness and encourage local support, Consultant will prepare public notification text and an invitation to local elected officials to outreach activities for the City to distribute.
- c) As further outlined below, the outreach subconsultant, Kearns & West, with Consultant's support, will work with City Staff, City Project Manager, and City PIO to develop accessible, comprehensible, and appealing outreach materials for the City to distribute on City platforms such as social media, newsletters, webpages and e-blasts. The Consultant Team will provide content to the City Project Manager for review of all social media and news announcements and notices for workshops a minimum of 3 weeks before any scheduled workshop. Kearns & West, assisted by Consultant, will submit newspaper notices for public events.
- d) Consultant team will translate print and digital materials into Spanish, as requested by City.
- e) Spanish interpretation will be available for all public-facing activities. Mixteco language interpretation will be provided upon request by participants ahead of public activities.
- f) Kearns & West, in coordination with City staff, will facilitate and manage contact/distribution lists and event notifications.
- g) The City, in collaboration with the Consultant Team, is responsible for identification of key City and agency stakeholders to engage in outreach tasks.

- h) All public-facing communications materials will acknowledge and give credit to SCAG, whether with a logo or language, and have an appropriate City logo and language, to the approval of City staff.
- i) To ensure consistency of public information about SCAG programs and funded work products, Consultant will notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee, as well as City PIO on any media inquiries or plans for proactively providing information to media outlets related to encouraging participation or reporting on these engagement activities.
- j) Within one (1) week following each outreach subtask listed below, Kearns & West will provide a written summary including (as applicable): a general description of the event, key feedback received, photos of the event, and copies of graphical and presentation materials.

Subtask 2.2.A: Meetings with TOD/HQTC Working Group (Project Duration)

A TOD/HQTC Working Group will be established by City staff, and Consultant will attend up to four (4) virtual TOD/HQTC Working Group meetings throughout the duration of the project. The Working Group will include senior level staff/assistant department heads and divisions and outside government agencies to provide input on TOD/HQTC boundaries and Housing Incentive Area Tiers. The Working Group will also provide input at critical stages of the project as identified in the Public Outreach Plan.

Subtask 2.2.B: Content for Project Website and Digital Media (Project Duration)

Consultant's outreach team and Consultant will provide website content and QR codes for City staff to post on the City's website to inform the public on the project scope, outline the planning process, and share ways to stay engaged in future outreach activities. It will specifically highlight key concepts such as specific plans, TOD and HQTCs. In addition, Consultant will provide content for up to ten (10) social media posts for City staff to distribute. Online comments will be monitored and documented by Kearns & West.

Subtask 2.2.C: Site Visit

Consultant will conduct a site visit with City staff, key stakeholders, and the TOD/HQTC Working Group. This could be a van/bus tour along the HQTC corridor, with 2-3 stops at representative sites for potential TOD. Consultant will provide a map and questionnaire to guide the visit and solicit feedback from participants.

Subtask 2.2.D: Community Discussion Groups

Consultant will conduct three virtual community discussion group meetings with key stakeholders and community leaders to inform the identification of the boundaries for the four selected Specific Plan areas. The discussion groups may include businesses, community-based organizations, developers, and other key stakeholders to be determined. Consultant will assist City staff in forming the list of invitees. The purpose of these discussion groups is to provide background information for the process of identifying the four Specific Plan areas as well as general goals and priorities. The project team will use these discussion groups to further refine the boundaries of each selected area and inform future engagement with the broader Oxnard community members.

Subtask 2.2.E: Pop-Up Events

Consultant will conduct up to four (4) community pop-up events along the HQTC to engage community members who otherwise might not participate in scheduled events, and to build interest in the project to increase participation in future engagement events. Consultant will work with City staff and stakeholders to choose events and/or locations with inclusion in mind, in order to reach those in the community who may not otherwise be "tuned-in" to the project, but should be well represented. Consultant will facilitate discussions and activities about the project in English and Spanish.

Subtask 2.2.F: Digital Survey

Consultant team, led by Kearns & West, will prepare a digital mapping and survey tool as the primary digital engagement method. This online survey will be active throughout the first phase of outreach. The digital survey will focus on gathering initial feedback to inform the identification of the four Specific Plan areas and to gauge community priorities regarding future development. As such, there may be two components to the digital survey: 1) gathering feedback on the identification of the four proposed selected areas, and 2) gathering input on issues and ideas for the Specific Plan. Survey results will be summarized by Kearns & West in a report.

Subtask 2.2.G: Communitywide Meeting 1 – Goals and Priorities Workshop

Communitywide Meeting 1 will introduce the project and provide an opportunity for community members and stakeholders to give input at its early stages. The virtual meeting will outline the planning process, define the project scope, and share ways to stay engaged in future outreach activities. It will specifically highlight key concepts such as specific plans, TOD and HQTCs. Feedback from the community members, stakeholders, and City staff will directly inform discussions on delineating the Specific Plan boundaries for the four selected areas and the rationale behind them and Housing Incentive Area Tiers.

Subtask 2.2.H: Communitywide Meeting 2 – Hybrid Open House

On the last day of the Charrette (Subtask 3.1.D), Consultant's outreach subconsultant will conduct a hybrid open house (in-person and online). The open house will begin with a brief presentation of the multi-day Charrette's key themes as well as the visioning strategy, followed by a guided discussion to gather further input that will shape the recommendations. The first portion of the open house will be streamed via a meeting platform, allowing participants to join virtually as well as in person. The second portion will focus on providing an opportunity for participants to review materials and follow up with staff.

Subtask 2.2.I: Communitywide Meeting 3 – Draft Plan Open House

Consultant will facilitate a focused public meeting on the Public Review Draft TOD/HQTC Specific Plan and code modifications, during which Consultant will present project strengths, weaknesses, opportunities, and risks and make recommendations. Along with City staff, Consultant will present and discuss the Public Review Drafts with the community and stakeholders. Communitywide Meeting 3 will be an open house format, providing community members and stakeholders the opportunity to review the draft concepts and policies from the Draft TOD/HQTC Specific Plan. The meeting will include a brief presentation highlighting the process to date, as well as the considerations and analysis that have informed the Specific Plan.

Following the presentation, the meeting will transition into an open house format with poster boards showcasing specific components of the Specific Plan including the proposed areas. Participants will have the chance to interact with project staff and ask questions about the overall planning process, recommendations and Draft Plan components. The project team will use this meeting as an opportunity to gather additional feedback on the Draft Specific Plan and its policies including recommended incentives, infrastructure improvements, transit gaps, and potential changes to the Code.

Subtask 2.2 Deliverables

- 2.2.1. Facilitation and Materials for three (3) communitywide meetings (1 Virtual, 1 Hybrid, 1 In-Person)*
- 2.2.2. Promotional and informational materials, including website content, notices, and up to ten (10) social media posts*
- 2.2.3. Up to four (4) meetings with the TOD/HQTC Working Group*
- 2.2.4. Site Visit with City Staff and the TOD/HQTC Working Group*
- 2.2.5. One Round of Virtual City Council Discovery Sessions*
- 2.2.6. Up to three (3) Virtual Community Discussion Group Meetings*
- 2.2.7. Up to four (4) Pop-Up Events and associated material*
- 2.2.8. Digital Survey*
- 2.2.9. Outreach Summaries for each Subtask*

TASK 3: TECHNICAL WORK

In this Task, the Consultant Team will conduct a detailed technical assessment of the relevant infrastructure studies on water, sewer, wastewater, traffic, parking, any applicable studies from GCTD, and the SCAG Metrolink Area Station Analysis for four select areas along the HQTC. Based on the studies, the Consultant Team will identify: a) opportunity sites and areas that are suitable for development; b) infrastructure gaps; c) transit needs; and d) market demands and needs.

The Consultant team will develop a TOD/HQTC Specific Plan in up to four (4) areas along the HQTC that encourages development of infill mixed-income housing with graduated increased density near transit sites, integrates land uses and adds incentive for mixed-income affordable housing opportunities closer to transit and/or the HQTC and adds community benefits (e.g., infrastructure improvements/investment and economic development) in low-resource areas. The Specific Plan will be developed with consideration to the State of California Government Code Section 65451 requirements for specific plans, the Governor's Office of Planning and Research (OPR) Specific Plan guidelines, and City Council authorized approach and protocols to address Affirmatively Furthering Fair Housing (AFFH). Consultant anticipates creating TOD/HQTC Housing Incentive Area Tiers with flexible development standards, such as incremental building heights, massing transition and guidelines to facilitate residential and mixed-use construction with higher densities along the SCAG identified HQTC, accelerating infill development that facilitate greater housing choice in the City, reduces VMT, implements the City's CAAP, and STP. The Consultant team, led by environmental subconsultant, Terry A. Hayes & Associates, Inc. (TAHA), will prepare applicable environmental documentation to adopt TOD/HQTC Specific Plan and associated documents.

Note: Subtasks 3.1.A (Data Collection & Analysis), 3.2 (Boundary Formation/Mapping) and 3.5 (City Council Committee Meeting) shall conclude prior to initiating other Task 3 Subtasks.

Subtask 3.1: Technical Work (Data Collection & Analysis, Market Study, Identification of Environmental Constraints, and Charrette)

Subtask 3.1.A: Data Collection & Analysis

Consultant will coordinate with City Staff and City Project Manager to collect relevant studies, reports, and documentation that support the determination of the Specific Plan areas. Consultant will review planning documents and programs such as the General Plan, Zoning Code, Housing Element Update, Sustainable Transportation Plan, CAAP, recent environmental documents, and the Choice Neighborhood Grant Program to understand their relationship with the HQTC. Consultant will also conduct an initial review of relevant studies, reports, and documentation on existing City infrastructure including water, sewer, stormwater, wastewater and parking; any applicable studies from the GCTD, and the SCAG Metrolink Area Station Analysis. Based on the studies, Consultant will perform a high-level evaluation of infrastructure gaps, transit needs, and development suitability, along the HQTC to inform the potential Specific Plan boundaries around the four selected areas.

Subtask 3.1.B: Market Study

As part of this Subtask, team Economist, Lisa Wise Consulting, Inc. (LWC), will conduct a baseline economic analysis of existing conditions and opportunities in the Specific Plan areas, drawing on sources such as the County Assessor's data, State Board of Equalization records, U.S. Bureau of Statistics records, and the California Economic Development Department Labor Market Information Division.

LWC will identify oncoming demand for key land uses in the Specific Plan areas (including new development and adaptive reuse opportunities), and identify an economic development strategy and mix of land uses and development programs for the Plan areas. This market analysis will provide forecasts of absorption and a phasing strategy based on identified capture rates and long-term trends in the local economy.

The existing conditions and opportunities analysis and development capacity analysis will be compiled into a Draft and Final Market Analysis Report.

Subtask 3.1.C: Identification of Environmental Constraints

While the Specific Plan areas are being identified, Consultant's environmental subconsultants will begin a review of the 2030 General Plan EIR, the MND for the 2021-2029 Housing Element, and the Connect SoCal Regional Transportation Plan Program EIR. They will assess how to build upon these existing studies to create an MND or addendum if determined feasible. They will identify and document areas and issues that deserve greater study. Sensitive land uses will be the primary focus of this high-level review. This early assessment will set the groundwork for the efficient preparation of the MND or addendum.

Subtask 3.1.D: Charrette to Create a Visioning Strategy

Following the City Council/Committee selection of the Specific Plan area boundaries, the third part of this Subtask will be a multi-day Visioning Charrette. With Consultant's multi-disciplinary Technical Study in progress, Consultant will organize a Five-Day Charrette aimed towards both presenting the in-progress findings from Task 3.1.A and creating a diagrammatic Visioning Strategy for the four select areas. For each of the selected areas, Consultant will study the following:

- a) Broad Development Program - housing, retail, etc. - stemming from our Market Analysis;
- b) Land Use Strategy;
- c) Density Graduation Strategy;
- d) Incentives for mixed-income housing, including affordable housing;
- e) Relationship to other City programs and plans;
- f) Transportation & Parking Strategy;
- g) Public Realm Strategy (streetscape and open space design);
- h) Infrastructure & Civil Engineering Strategy;
- i) Location of Public Improvement Projects;
- j) Location of Private Development Projects; and
- k) High-level environmental implications.

Consultant recommends the Five-Day Charrette to help expedite the overall visioning process. The Charrette can be organized to have evening and weekend engagement to engage a broader audience. By having community members, City staff, key stakeholders and the Consultant Team in the same space, key decisions about the overall strategy and vision can be collectively and iteratively formed in five (5) days. Key to the success of this event will be strategies for marketing the event to the public and incentivizing community participation on each day.

Consultant proposes that it be held in a publicly accessible building such as the library. Broadly speaking, each day of the Charrette will consist of a maximum half-day-long working session by the Consultant Team with input from City staff (City staff is not expected to be full-time during the Charrette on any day). Each day will broadly focus on a specific aspect of the project, such as the multimodal transportation network, development typologies, development code, block structure, market need, public realm design, etc. There will be a community presentation each evening to help select preferred alternative strategies. By doing this over four days iteratively with community feedback, on the fifth day Consultant will create a single preferred visioning strategy (no alternatives) for the designated areas. To best support development of the Environmental Document, it is crucial to have a single-vision strategy that is mutually agreeable to most if not all.

The Charrette process will conclude with a Hybrid Open House (Subtask 2.2.I) at the end of the fifth day.

Subtask 3.1.E: Visioning Report

Consultant will create a report elaborating on the findings from Consultant's Technical Study and how they have helped inform the Visioning Strategy. The report will have diagrams created during the Charrette, with accompanying text, development capacity and other technical study information including key findings from the market analysis. The report will be submitted to City staff for feedback, with one round of edits.

Subtask 3.1 Deliverables

- 3.1.1. *Draft Summary Report of Findings from data collection/analysis.*
- 3.1.2. *Final Summary Report (revised based on City staff, Working Group and public input)*
- 3.1.3. *Draft Market Analysis Report*
- 3.1.4. *Final Market Analysis Report*
- 3.1.5. *Facilitation and materials for the Five-Day Charrette*
- 3.1.6. *Draft Visioning Report*
- 3.1.7. *Final Visioning Report*

Subtask 3.2: Technical Work (Mapping) and GIS – Boundary and Affordable Housing Tiers Formation

Based on Consultant's conclusions from the above public outreach (Subtasks 2.2 D through G) and initial document review (Subtask 3.1.A), Consultant will work with City Staff and the City Project Manager to refine proposed boundaries for Specific Plan areas along the HQTc which meet the objectives of the REAP 2.0 HIPP program. Consultant will form Housing Incentive Area Tiers that accelerate infill development and establish graduated density and graduated mixed-income affordable housing requirements for each tier that meets the objectives of the REAP 2.0 HIPP program. Consultant will establish graduated density and graduated mixed-income affordable housing requirements for each tier. With advice from City staff, Consultant will draft TOD/HQTc working map(s) and Graphic Information Systems (GIS) files that show proposed boundaries for possible Specific Plan areas and identify four recommended areas for the Specific Plan project boundaries, TOD/HQTc Housing Incentive Area Tiers, infrastructure needs and transit gaps. The final selected four locations will be approved by City Council (Subtask 3.5).

Subtask 3.2 Deliverables

- 3.2.1. *Draft TOD/HQTc Working Map(s) and GIS files that identify project boundaries, the HQTc, TOD/HQTc Housing Incentive Area Tiers, infrastructure needs and transit gaps (in coordination with Subtask 3.3).*
- 3.2.2. *Final TOD/HQTc Working Map(s) and GIS Files that identify project boundaries, the HQTc, TOD/HQTc Housing Incentive Area Tiers, infrastructure needs and transit gaps (revised based on City Staff/Working Group and public input; in coordination with Subtask 3.3).*

Subtask 3.3: Technical Work (Transportation and Infrastructure Capacity Recommendations)

In this Task, the Consultant team will conduct a detailed technical assessment of the relevant infrastructure studies on water, sewer, wastewater, traffic, parking, any applicable studies from GCTD, and other relevant studies. Based on the studies, the Consultant team will identify infrastructure improvements and transit needs to accommodate accelerated infill development, increase mobility, and increase density.

Consultant's transportation subconsultant, Fehr & Peers, will evaluate existing mobility and transportation conditions, which may include the following:

- a) Existing circulation maps for roadways, transit services, bicycle networks, truck routes;
- b) Collision History (using the most recent five years of injury collision data from SWITRS via the Transportation Injury Mapping System);
- c) Qualitative evaluation of existing pedestrian network and facilities;
- d) Population density along high-quality transit corridors (HQTcs) and Transit Priority Area (TPAs);
- e) Potential funding sources for transportation improvements.

Fehr & Peers, will also identify key infrastructure improvements and transit gaps based on a review of existing conditions, outreach feedback (from the public, GCTD, VCTC, and the TOD/HQTc Working Group), and relevant planning documents, with a focus on supporting infill development and associated

mobility needs. In addition, transportation infrastructure and capacity recommendations will be identified. No traffic count data collection or level of service (LOS) analysis is included in this scope of work.

Consultant's infrastructure subconsultant, KPFF Consulting Engineers (KPFF), will provide a master-planning-level analysis of the existing infrastructure and capacity based on available and recent utility records procured by the City. KPFF will provide qualitative input regarding the required wet utilities infrastructure upgrades and improvements, as it pertains to sewer, storm, and water services, focusing on the trunk lines for the full buildout condition. KPFF will also identify mitigation measures. It is assumed that a complete, current, digital, detailed, ground-edited American Land Title Association (ALTA) and topographic survey will be provided.

The Consultant team will develop a Draft and Final Transportation and Infrastructure Recommendation Report that includes a summary of infrastructure capacity, needs analysis and recommendations, and provides an Infrastructure Recommendations Map identifying recommendations for infrastructure improvements and resolving transit gaps to accommodate accelerated infill development that facilitates residential and mixed-use development.

Subtask 3.3 Deliverables

3.3.1. Draft Transportation and Infrastructure Recommendation Report

3.3.2. Final Transportation and Infrastructure Recommendation Report

Subtask 3.4: Preparation of Comprehensive Summary Recommendations

Consultant will synthesize the findings and deliverables from Tasks 3.1 – 3.3 into a Comprehensive Summary Recommendations report and strategy to assist in drafting the TOD/HQTC Specific Plan. Recommendations will consider strengths, weaknesses, opportunities and threats with a focus on climate, density, transportation, connectivity and environmental conditions to achieve a more sustainable growth pattern, develop a graduated density system, and incentives to address climate concerns, density, transit accessibility and requirements. The findings will be clearly documented into an 8.5 x 11 report with graphics and accompanying text, and will serve as a reference point and basis for the Tasks to follow.

Subtask 3.4 Deliverables

3.4.1. Comprehensive Summary Recommendations report integrating the above technical studies

Subtask 3.5: City Council Committee(s) Public Meeting – Finalization of the Specific Plan Areas

Consultant will attend this in-person meeting and provide support. Consultant will prepare presentation material to engage the appropriate City Committee(s) with conclusions and recommendations from prior subtasks 2.2.D through 2.2.G, 3.1.A and 3.2. Consultant will present the recommended Specific Plan area options to the appropriate City Committee(s) and/or City Council based on review of Planning Documents, GCTC and SCAG studies, existing studies and information on transportation and infrastructure. Consultant will also report on the public outreach, input and recommendations, and summarize relevant prior task deliverables with the goal to secure concurrence on the four (4) Specific Plan areas and range of Incentive Area Tier options. Using templates provided by City staff, Consultant will provide data and text description for the staff report and develop a PowerPoint presentation.

Consultant understands that, depending upon the level of input and City Committee recommendations and feedback, the report items may be required to be reviewed by the City Council, and that report documents may need to be further refined based upon City Committee input.

Subtask 3.5 Deliverables

3.5.1. Data and text descriptions for City Council Committee(s) Public Meeting staff report

3.5.2. Committee PowerPoint Presentation

Subtask 3.6: Urban Design Studies and Prepare Administrative Draft TOD/HQTC Specific Plan and Draft Modifications to City Code for Staff Review

Consultant will prepare a Draft TOD/HQTC Specific Plan based on analysis of existing studies, City Committee/City Council input, the Visioning Strategy developed during the Charrette, community input and recommendations from City Staff and City Project Manager.

Subtask 3.6.A: Urban Design Studies and Development Code Modifications for Selected Areas

To support development of the Draft Specific Plan, Consultant will provide Urban Design studies and Development Code for the selected areas per the Visioning Strategy developed during the Charrette. For each of these aspects – a) Transportation & Parking; b) Public Realm & Landscape; c) Infrastructure & Civil Engineering; d) Public Improvement Projects; e) Private Development Projects – Consultant will refine and add to the Charrette drawings to better illustrate the vision. Drawings will include an Illustrative Plan for each of the four selected areas, showing hypothetical building footprints, as well as public realm design elements such as trees, parks, plazas etc. Consultant will also create up to eight (8) black and white Draft renderings showing various aspects of the vision.

Consultant will simultaneously provide recommended text modifications to the current City Code and any development standard plate(s) that may be in conflict with the Draft TOD/HQTC Specific Plan.

Subtask 3.6.B: Administrative Draft TOD/HQTC Specific Plan

The Administrative Draft TOD/HQTC Specific Plan will encompass the City Committee/City Council approved boundaries for up to four (4) City Committee/Council approved areas and contain the design elaboration of the Visioning Strategy as well as the Development Code. The Draft Specific Plan will also describe implementation and funding strategies and identify catalytic capital projects to support implementation. The Specific Plan will define the Housing Incentive Area Tiers and associated allowable density, mixed-income affordability, development standards and parking requirements to reduce VMT and implement the City's CAAP and STP, and any other City approved studies and reports as relevant. The Specific Plan will also provide recommendations for infrastructure improvements to accommodate accelerated infill development and resolve transit gaps. Consistent with AFFH, the identified TOD/HQTC Housing Incentive Area Tiers will focus increasing mixed-income affordable housing opportunities closer to transit and the HQTC and will focus community benefits (infrastructure improvements and investment, and economic development, to name a few topic areas) in low resource areas.

Subtask 3.6 Deliverables

3.6.1. Urban Design Studies and Draft Code Modifications

3.6.2. Administrative Draft TOD/HQTC Specific Plan

3.6.3. Administrative Draft modifications to current City Code and development standard plate(s)

Subtask 3.7: Draft TOD/HQTC Specific Plan and Draft Modifications to the City Code (Public Review Drafts)

Consultant will update the Administrative Drafts per City Staff and City Project Manager comments. Consultant will provide the Public Review Drafts of the TOD/HQTC Specific Plan and any Modifications to the City Code to the City for distribution. Communitywide Meeting 3 (Subtask 2.2.J) will present the Public Review Drafts to the public and seek input.

Following the Public Review period, City staff will compile all comments and feedback within two (2) weeks and send them to the Consultant team for creating the Final versions of the documents.

Based upon public input, the TOD/HQTC Specific Plan and Modifications to the City Code will be amended and a final Draft of the TOD/HQTC Specific Plan and Modifications to the City Code will be prepared for City approval (see Task 4).

Subtask 3.7 Deliverables

3.7.1. Public Review Draft TOD/HQTC Specific Plan

Subtask 3.8: Administrative Draft Environmental Document for Staff Review

Consultant's environmental subconsultant, TAHA, will work with City staff and the City Attorney's office to identify the appropriate type of environmental document (MND or addendum) for the four (4) areas to address the proposed Specific Plan vision and address community and stakeholder concerns. Technical analysis will include, but not be limited to, air quality, greenhouse gas (GHG) emissions, noise, transportation (in coordination with Fehr & Peers), and infrastructure (in coordination with KPFF). As necessary, TAHA will also assist City staff with the Native American consultation process in accordance with Assembly Bill 52 (AB 52), if required. TAHA assumes that City staff will provide TAHA with a list of tribes who have requested AB 52 notification, and they will draft letters for Native American tribal government contacts on the City's behalf. Native American contacts have 30 days to respond and request further consultation.

Subtask 3.8 Deliverables

3.8.1. Administrative Draft Environmental Document/studies and notices, as deemed appropriate by the City

Subtask 3.9: Public Review Draft Environmental Document

The Consultant team will work with City Staff and City Project Manager and update the Administrative Draft Environmental Document based upon City staff review, comment, and input. This Draft is the version that will be distributed for public review. Noticing and distribution will be in accordance with the identified type of environmental document (MND or addendum) and scope in Subtask 3.8. The Consultant team will conduct the preparation of legal notices, document posting (County and State posting, as may be determined through the process and based upon the determination of final environmental document) and submit the environmental document for public distribution. All documents and notices will be reviewed by City staff. This task does not include the mailing of notices which Consultant assumes to be the City's responsibility, if required.

Following the public circulation period of the environmental document (as required), Consultant's environmental subconsultant, TAHA, will prepare the responses to comments received.

Subtask 3.9 Deliverables

- 3.9.1. Public Review Draft Environmental Document*
- 3.9.2. Notices, including filing fees, as needed*
- 3.9.3. Summary of public comment received*

Subtask 3.10: Administrative Draft Staff Reports, Ordinance(s), and Resolution(s)

Using templates provided by City staff, the Consultant team will provide data and text description for the draft staff report and develop a draft PowerPoint presentation to adopt the TOD/HQTC Specific Plan and associated approvals.

Subtask 3.10 Deliverables

- 3.10.1. Relevant data and draft descriptive text for Administrative Draft Ordinance(s), Resolution(s), Staff Reports*

Subtask 3.11: Final Staff Reports, Ordinance(s), Resolution(s) and Final Environmental Document

Using templates provided by City staff, the Consultant team will provide data and text description for the final staff report to adopt the TOD/HQTC Specific Plan and associated approvals. Consultant will also prepare and prerecord up to two (2) PowerPoint presentations for the meetings.

As needed, environmental subconsultant, TAHA, will refine final environmental analysis to align with ordinance(s) implementing the Final TOD/HQTC Specific Plan and Modifications to the City Code, including the approval of the environmental document with approval of the Final Specific Plan.

Subtask 3.11 Deliverables

- 3.11.1. Relevant data and descriptive text for Final Draft Ordinance(s), Resolution(s), Staff Reports*
- 3.11.2. Up to two (2) prerecorded PowerPoint presentations*

3.11.3. Final Environmental Document

TASK 4: PUBLIC HEARINGS AND ADOPTION

Subtask 4.1: Public Hearing and Adoption

Consultant will attend up to three (3) public hearings (Planning Commission, City Council, and other Committees as necessary) and engage with the TOD/HQTC Working Group towards adopting the Specific Plan. Consultant will engage in up to four (4) internal meetings in advance of the Commission and the City Council approval process. (Attendance will be either in-person or virtual, based on consultation with City staff.) Consultant team will prepare materials and notices for these meetings with guidance from City Project Manager on the following: a) Final TOD/HQTC Specific Plan; b) Modifications to the City Code; and c) Final Environmental Document.

Subtask 4.1 Deliverables

- 4.1.1. Approved TOD/HQTC Specific Plan*
- 4.1.2. Approved Modifications to the City Code*
- 4.1.3. Approved Final Environmental Document*
- 4.1.4. Attendance at up to three (3) public hearings*
- 4.1.5. Post-Approval updates and adjustments to final document*
- 4.1.6. Newspaper Notices for Public Hearings*

TASK 5: FINAL TOD/HQTC SPECIFIC PLAN

Subtask 5.1: Final TOD/HQTC Specific Plan

Following the approval of the TOD/HQTC Specific Plan by the City Council, Consultant team will work with the City Project Manager to adjust and update the City Council Adopted Final Specific Plan document, as may be needed based upon Final City Council approval and decisions/adjustments that may occur through the TOD/HQTC hearing and approval process. The City Council Adopted Final Specific Plan will be sent to the City and SCAG upon completion, along with final metrics collected from the project as described in Subtask 1.6.

Consultant anticipates that the needed adjustments to the adopted TOD/HQTC Plan (Task 5) will be minor. However, because the nature of the adjustments that may occur through the TOD/HQTC hearing and approval process is unknown at this time, the fee shown for Task 5 is an estimate. Should the fee exceed this number, with City Project Manager approval and prior to any staff time expended to utilize the contingency, the contingency will be used to accommodate the difference.

Subtask 5.1 Deliverables

- 5.1.1. Final City Council Approved TOD/HQTC Specific Plan with updates, if any.*
- 5.1.2. Final Project metrics - Finalize metrics with parameters established under Task 1.6.*

EXHIBIT B

**PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Gruen Associates)**

SCHEDULE OF COMPENSATION

[Fee Schedule on next page]

Agreement No.32500483

Fee Schedule
Preparation of a TOD/HQTC Specific Plan
City of Oxnard
GRUENASSOCIATES
April 29, 2025

Gruen Associates

TASK #	TASK NAME	Fully Burdened Rate						Hours	Total Labor
		Larry Schlossberg, AIA, AICP, LEED AP BD+C Partner-in-Charge and Design Architect	Vineyak Bhamra Project Manager and Associate Partner, Director of Urban Design and Planning	Abraham Sheppard, AICP Senior Urban Planner/Designer	Dean Howell, PLA, ASLA Principal Associate, Director of Landscape Architecture	Julian Ordaz Fernandez Assoc. ASLA Landscape Designer and GIS	Junior Planner TBD		
		\$328.00	\$280.00	\$185.00	\$195.00	\$145.00	\$120.00		
TASK #	TASK NAME	50	210	88	0	0	0	340	\$ \$1,480.00
TASK 1	Project Management & Coordination								
1.1	Project Kick-off Meeting	4	16	8				28	\$7,272
1.2	Project Management Plan & Schedule	2	6	2				10	\$2,708
1.3	Project Management Team Meetings	20	80	40				140	\$36,380
1.4	Monthly Invoicing & Reporting	20	80					100	\$28,980
1.5	Project Close-Out Files	0	8	14				22	\$4,830
1.6	REAP Metrics Data Collection & Reporting	4	20	24				48	\$11,352
Subtotal		13	84	102	0	0	100	299	\$ 58,654.00
TASK 2	Public Outreach								
2.1	Outreach & Engagement Plan	1	4	2				7	\$1,818
2.2	Outreach Events & Summary	12	80	100			100	292	\$56,836
Subtotal		99	466	638	102	112	410	1827	\$ 366,312.00
Task 3	Technical Work								
3.1	Technical Work (Data Collection & Analysis, Market Study, Identification of Environmental Constraints, Charrette, & Visioning)	18	90	140	12	12	70	342	\$69,484
3.2	Technical Work (Mapping) & GIS - Boundary & Affordable Housing Tiers Formation	3	12	30			10	55	\$11,094
3.3	Technical Work (Transportation and Infrastructure Capacity)	0	10	16				26	\$5,760
3.4	Preparation of Comprehensive Summary Recommendations	4	16	58			10	68	\$14,022
3.5	City Council Committee(s) Public Meeting	4	10	8				22	\$5,562
3.6	Urban Design Studies and Prepare Administrative Draft TOD/HQTC Specific Plan & Draft Modifications to City Code for Staff Review	40	200	262	80	80	220	862	\$171,190
3.7	Public Review Draft TOD/HQTC Specific Plan & Public Review Draft Modifications to the City Code	14	80	140	10	20	100	364	\$69,742
3.8	Administrative Draft Environmental Document for Staff Review	4	8	2				14	\$3,922
3.9	Public Review Draft Environmental Document	4	8	2				14	\$3,922
3.10	Administrative Draft Staff Reports, Ordinance(s) & Resolution(s)	4	16					20	\$5,792
3.11	Final Staff Report(s), Ordinance(s) & Resolution(s)	4	16					20	\$5,792
Subtotal		16	16	32	0	0	0	64	\$ 15,648.00
Task 4	Public Hearings & Adoption								
4.1	Public Hearing & Adoption	16	16	32				64	\$15,648
Subtotal		4	30	16	2	4	18	52	\$ 9,962.00
Task 5	TOD/HQTC Specific Plan*								
5.1	Final TOD/HQTC Specific Plan	4	10	16	2	4	16	52	\$9,962
Subtotal									
Total Hours		182	768	876	104	116	525		
Gruen Subtotal Fee per Gruen Staff Classification		\$59,695	\$220,080	\$162,060	\$20,280	\$16,820	\$81,120		
								2,590	\$ 547,056.00
Total Reimbursables (includes Subconsultants)									\$ 25,000.00
SUBCONSULTANT TEAM									
<i>Fehr & Peers (Transportation/Traffic)</i>				\$98,570					\$ 98,570.00
<i>KFF Consulting Engineers (Civil/Infrastructure)</i>				\$84,000					\$ 84,000.00
<i>Lisa Wise Consulting, Inc. (Economics)</i>				\$79,020					\$ 79,020.00
<i>Terry A. Hayes & Associates, Inc. (Environmental)</i>				\$74,058					\$ 74,058.00
<i>Kearns & West (Outreach)</i>				\$87,905					\$ 87,905.00
GRUEN & SUBCONSULTANTS TOTAL FEE									\$ 990,609.00
CONTINGENCY									\$ 85,000.00
TOTAL FEE PLUS CONTINGENCY FEE									\$ 1,075,609.00

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Gruen Associates)

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.

[CITY'S INSURANCE FORM INS-A on following pages]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. 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 effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] 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 \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**CITY OF OXNARD % 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

GENERAL 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		
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ 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:			
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 % 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: _____	

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 \$ _____	
NAMED INSURED		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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
\$ _____ per accident, for bodily injury and property damage.			
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. 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 Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		☐ 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 _____
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EXHIBIT D

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Gruen Associates)**

STATE FUNDING/MEMORANDUM OF UNDERSTANDING

[State funding/Memorandum of Understanding on following pages]

**MEMORANDUM OF UNDERSTANDING
No. M-023-25**

SCAG Overall Work Program (OWP) No: 305-4925.01

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

Funding Source: Regional Early Action Planning Grants Program of 2021 (REAP 2.0)

Sub-Recipient Name: City of Oxnard

Sub-Recipient's UEI No: JKLUB9N3DXH7

Total Amount of Federal Funds Obligated to Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: \$1,075,807

Total Amount of the Sub-Award: \$1,075,807

Subaward Period of Performance Start Date: See Section 37

Subaward Period of Performance End Date: June 30, 2026

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: N/A (No Staff Cost)

Fringe Benefits Cost Rate for the Award: N/A (No Staff Cost)

Subaward Project Title: City of Oxnard REAP 2.0 Housing Infill on Public and Private Lands Pilot Program Grant

Subaward Project Description: City of Oxnard will utilize REAP 2.0 funding for a project focused on assessing available infill public-owned and private-owned lands for affordable and mixed-income housing and neighborhood serving uses, and/or land use regulatory initiatives for increasing residential development capacity in corridor-wide and area-wide infill areas based in justice, equity, diversity, and inclusion.

**MEMORANDUM OF UNDERSTANDING
No. M-023-25**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND CITY OF OXNARD
FOR REAP 2.0 HOUSING INFILL ON PUBLIC AND PRIVATE LANDS PILOT PROGRAM
GRANT**

(SCAG Project/OWP No. 305-4925.01)

This Memorandum of Understanding ("MOU") is entered into by and between the **Southern California Association of Governments** ("SCAG") and City of Oxnard "Sub-Recipient"), for a Housing Infill on Public and Private Lands ("HIPP") Pilot Program Grant. SCAG and Sub-Recipient may be individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 ("REAP 2.0") was established with a principal goal to make funding available to Metropolitan Planning Organizations ("MPO") and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region's Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development ("HCD") administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 ("Statutes") and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes ("REAP 2.0 Guidelines");

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy ("RTP/SCS" also known as "Connect SoCal") for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded funds to SCAG under REAP 2.0;

WHEREAS, SCAG's Regional Council authorized funding for the HIPP Pilot Program and approved the guidelines for the HIPP Pilot Program ("Program Guidelines");

WHEREAS, SCAG released a Call for Applications for the HIPP Pilot Program;

WHEREAS, Sub-Recipient, eligible for funds under the HIPP Pilot Program, developed and submitted a proposed project for the HIPP Pilot Program ("Project");

WHEREAS, SCAG reviewed the Project and determined it to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and approved the Project to receive funding; and

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall begin on the Effective Date and continue until June 30, 2026, ("Completion Date"), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Sub-Recipient's Responsibilities

- a. Sub-Recipient shall be responsible for implementing the Project in accordance with the "Scope of Work," attached as Exhibit A.
- b. Interim deliverables and tasks, including budgets and schedules, required to implement the Scope of Work shall be documented using the "Scope of Work Approval Form," attached as Exhibit B ("SOW Approval Form"). The SOW Approval Form must be signed by SCAG Project Manager, SCAG Department Manager, SCAG Deputy Director or their designee, and Sub-Recipient prior to the performance of the work outlined in the SOW Approval Form. The SOW Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form may be amended subject to approval by SCAG. No amendment to the SOW Approval Form shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Project to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.
- d. In compliance with Section 3.e., Sub-Recipient may procure and manage one or more consultants to ensure the Scope of Work, as outlined in the most current fully executed SOW Approval Form, is fully performed and the Project is completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws

and regulations. All REAP 2.0 funded procurements must be conducted using a fair and competitive procurement process and sole source procurements are expressly prohibited.

- f. The term "Consultant(s)" shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Project or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively "RFP"). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager's written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for conducting a complete detailed review of Consultant(s)' invoices prior to payment. The review shall include, but not be limited to, ensuring: (1) the work included in the invoice is correctly invoiced and supported; (2) hours worked equal hours invoiced; (3) charged rates are equal to the contracted rates; (4) materials and services were received; and (5) that the work performed is consistent with the Scope of Work. Upon review, Sub-Recipient shall pay Consultant(s)' invoices prior to submitting invoices to SCAG for reimbursement.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)' performance. Sub-Recipient's Project Manager shall be responsible for final approval of Consultant(s)' deliverables consistent with the Scope of Work, as outlined in the most current fully executed SOW Approval Form; provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient's Project Manager shall consult with SCAG's Project Manager.
- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.
- l. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Nashia Lalani
Senior Regional Planner
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
213.630.1477
lalani@scag.ca.gov

SCAG reserves the right to change this designation.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

Kathleen Mallory
Planning & Sustainability Manager
City of Oxnard: Community Development Department
214 S C Street Oxnard, CA 93030
805-385-8370
kathleen.mallory@oxnard.org

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG's contribution to the Project is funded wholly with REAP 2.0 funds, in an amount not to exceed \$1,075,807.00 ("Grant Funds").
- b. SCAG shall not be obligated to make payments for any costs that exceed the Grant Funds. SCAG shall not be obligated to pay for any increase in costs which exceeds the budget included in this MOU and the most current fully executed SOW Approval Form. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed as part of the Scope of Work, as outlined in the most current fully executed SOW Approval Form, and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines.

- d. SCAG reserves the right, in its sole discretion, to discontinue funding the Project and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, shall be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties, or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in this MOU and the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB) and copy the SCAG Project Manager. All invoices submitted to SCAG for the Project shall reference the OWP Project Number (OWP No. 305-4925.01).
- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice to SCAG using the electronic "Invoice Report" in accordance with the invoice submittal instructions and requirements noted in Exhibit C. Invoices must be submitted in both PDF format and Excel file format. Invoices shall contain a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The Invoice Report shall include, in narrative form, a description of services performed by the Sub-Recipient's Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review invoices for compliance with this MOU. If SCAG determines that an invoice is compliant with this MOU, SCAG shall approve the invoice and issue payment to the Sub-Recipient. If SCAG determines that an invoice is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient.
- c. SCAG shall reimburse Sub-Recipient as promptly as SCAG's fiscal procedures permit, using Electronic Fund Transfer, available at: ACH Vendor Payment Authorization Form, upon receipt of itemized invoices submitted in accordance with this MOU. Sub-Recipient shall complete the ACH Vendor Payment Authorization Form and email it to ACHpayment@scag.ca.gov, prior to executing this MOU.

- d. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rates and policies specified by the State of California Department of Human Resources, which can be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- f. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- g. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of the Project, but no later than within thirty (30) days after all Grant Funds have been expended. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- h. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Report Template," attached as Exhibit D. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than the Completion Date, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4925.01).

8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (“GAAP”), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the Scope of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive procurement bid process and completed procurements, and financial records of expenditures incurred during the course of the Project in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the REAP 2.0 Notice of Funding Availability (“NOFA”) and Final Guidelines for MPO Applicants and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the REAP 2.0 NOFA and Final Guidelines for MPO Applicants and are made a part of the provisions of this MOU as if set forth in full.
- b. Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scope of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document or effort to the applicable board, council, or other entity for adoption or approval. If Sub-Recipient does not formally request adoption or approval of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly

with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Project. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
(213) 630-1413
giraldo@scag.ca.gov

SCAG reserves the right to change this designation.

To Sub-Recipient: Kathleen Mallory
Planning & Sustainability Manager
City of Oxnard: Community Development Department
214 S C Street Oxnard, CA 93030
805-385-8370
kathleen.mallory@oxnard.org

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers' Compensation/ Employer's Liability	Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Sub-Recipient with no employees.	Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Consultant(s) profession.	With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this MOU are sufficient to cover the indemnity or other obligations of Sub-Recipient under this MOU.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials, and employees.

- ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials, and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials, and employees.
- iv. Sub-Recipient's 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.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-Recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Project or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits, or actions that arise from SCAG's gross negligence or willful misconduct.

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

16. Noncompliance

- a. In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to Project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SOW Approval Form, SCAG may:
 - i. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
 - ii. Require repayment of the Grant Funds.
 - iii. Terminate this MOU pursuant to Section 17.
- b. Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG.
- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Project and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Project, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Project, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Project. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state, and local laws, rules, and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Project or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach, and promotion of opportunities in the Project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e),

the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
 - i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

22. Public Works and Construction

The Grant Funds shall not be used for public works projects. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time. The use of Grant Funds for a public works project shall be a breach of this MOU.

23. Conflict of Interest

The Parties shall comply with all applicable Federal and State conflict of interest laws, regulations, and policies.

24. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld, or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).
- c. All public-facing communications materials relating to this MOU, or its subject matter, shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.
- d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 5 (Funding)
- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)
- Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultant(s), and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

- Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
- Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
- Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
- Section 5.e. (Funding – repayment of ineligible costs)
- Section 6 (Invoices)
- Section 7 (Reporting)
- Section 8 (Accounting)
- Section 9 (Allowable Uses of Grant Funds)
- Section 10 (Work Products)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)

Section 20 (Small Business and Disabled Veterans Business Enterprise Participation)
Section 21 (Compliance with Laws, Rules, and Regulations)
Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 24 (Independent Contractor)
Section 25 (Assignment)
Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters

set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Project, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Project and to provide such additional information as may be required by SCAG.

[The remainder of this page is intentionally left blank. Signatures on following page.]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-023-25**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")

By: DocuSigned by:

00E40B3F8C6F43F
Cindy Giraldo
Chief Financial Officer
3/24/2025
Date

APPROVED AS TO FORM:

By: DocuSigned by:

D5866D4B132A453
Richard Lam
Senior Deputy Legal Counsel
3/24/2025
Date

City of Oxnard ("Sub-Recipient")

By: Signed by:

8BE154ECA23A49F
Jeff Pengilley
Community Development Director
3/20/2025
Date

APPROVED AS TO FORM:

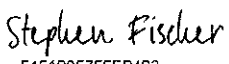
By: Signed by:

F451D057FFEB483
Stephen M. Fischer
City Attorney
3/20/2025
Date

Exhibit A – Scope of Work

Project Name: Transit Oriented Development (TOD)/High Quality Transit Corridor (HQTC) Specific Plan

Project

Description:

The City will create a Transit Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan in approximately four (4) City Committee/Council approved areas which will exceed the established City approved based density (where feasible), create Housing Incentive Area Tiers that accelerate infill development, and establish graduated density and graduated mixed-income affordable housing requirements for each tier based on the distance of the project area to the SCAG identified 2045 HQTC (HQTC) in Oxnard. The Specific Plan will address climate needs and implement programs identified in the City's Climate Action and Adaptation Plan (CAAP - 2022), address infrastructure gaps and needs, and implement recommendations identified in the City's Sustainable Transportation Plan (STP - 2022). The Specific Plan will consider previously prepared infrastructure capacity studies and require affordability different than what is required within the City's present Inclusionary Housing Ordinance (Ordinance 2980). The project will consider a range of incentives and strategies to encourage and incentivize development near transit, including right-sizing parking strategies, while considering existing State laws and allowances.

Final Deliverables:

- Adopted Environmental Assessment compliant with local, state, and federal requirements, as applicable
- Adopted Transit Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan
- Adopted City Code Amendments, as applicable
- Project metrics

Project Budget: \$1,075,807



Exhibit B – Scope of Work Approval Form
 Regional Early Action Planning Grants of 2021 (REAP 2.0)
 [Full name of program]
 Scope of Work Approval Form - Project Summary

Subrecipient: [Grantee Name]

Project #1: [Project Name]

☒ Original Scope of Work Approval

☐ Revision Requested to Add, Remove, or Change Project Manager

☐ Revision Requested to Project Tasks (Please check all that apply)

☐ Revise/Delete a Previously Approved Task

☐ Revise Task Budget

☐ Change Project/Task Date

☐ Change in Deliverable (Interim)

☐ Other (Please describe)

SCAG Approval Date: _____

Revision No. NUMBER

Revision Effective Date: _____

Original Approved Summary of Projects Tasks (approved on DATE)

Project/Activity Tasks Outline

Task and sub-tasks	Staff Costs	Consultant Costs	Total Costs	Begin Date	End Date	Deliverables
1.0 Project Administration						
2.0 Project Management						
3.0 [task name]						
Total Project Cost						



Exhibit B – Scope of Work Approval Form
 Regional Early Action Planning Grants of 2021 (REAP 2.0)
 [Full name of program]
 Scope of Work Approval Form - Project Summary

Requested Revisions to Project Tasks

If a revision is requested, please also update the project/activity task outline(s) below and highlight the changes.

Revised Project/Activity Tasks Outline

Task and sub-tasks	Staff Costs	Consultant Costs	Total Costs	Begin Date	End Date	Deliverables
Total Project Cost						

Route all budget changes to Accounting and B&G.



Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

Signatures below to approve revisions also indicate approval of any modifications to subsequent pages.

Revision Approval Requested By:
Project Manager
Name / Title

Revision Approved By:
SCAG Department Manager
Name / Title

Signature Date

Signature Date

Revision Approved By:
SCAG Deputy Director or Authorized Designee
Name / Title

Signature Date



Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

Project Metrics

Each REAP 2.0 project requires metrics to quantitatively measure the project's outcome. Project metrics selected on this form will be included in the REAP 2.0 SRP2 quarterly progress reporting form. *Please select all metrics that will apply to your approved projects:*

1. Sample

☐ Sample



Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

1	<i>[name of grantee: project name]</i>
____ (Insert Number of) Procurements Expected for this Project	
Brief Description of Project: (Pulled from project application)	
Revision Summary:	

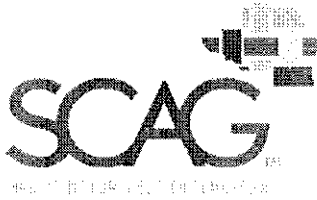


Exhibit B – Scope of Work Approval Form
Regional Early Action Planning Grants of 2021 (REAP 2.0)
[Full name of program]
Scope of Work Approval Form - Project Summary

Signatures on this page indicate approval of the initial Scope of Work Approval Form in its entirety. Revisions do not require new signatures in this section.

Initial SAF Approved By:
Project Manager
Name / Title

Initial SAF Approved By:
SCAG Department Manager
Name / Title

SRP2

Signature Date

Signature Date

Initial SAF Approved By:
SCAG Deputy Director or Authorized Designee
Name / Title

Signature Date

Exhibit C

Invoice Submittal Requirements

SCAG will provide the Sub-Recipient an **Invoice Template** in Excel file format. The Invoice Template must be used to request reimbursement from SCAG. Detailed submittal instructions for filling out and submitting are provided in the Invoice Template. The Invoice Template may be amended from time to time and does not guarantee that any invoices will be approved or that the Sub-Recipient will receive payment. The Invoice Template will require information and supporting documentation such as, but not limited to:

- a. SCAG's "Bill To" information as stated in the above paragraph "b." of this section;
- b. Invoice number specified by the Sub-Recipient. The invoice number must be unique for each invoice submitted;
- c. Invoice date;
- d. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the MOU Effective Date of the Agreement, or within any previous billing dates;
- e. Total amount due for the billing period;
- f. MOU Number, SCAG Project/OWP Number, and the MOU Term Date;
- g. Project Title;
- h. Agency Name, Agency Project Manager Name, and Project Manager Email Address; and
- i. SCAG Project Manager Name.
- j. Progress report
- k. Cost by task and/or cost category
- l. Detailed description of Other Direct Charges
- m. Proof of payment
- n. Timesheets
- o. Payroll report/Payroll registers

Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD

EXHIBIT D

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Gruen Associates)

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.

**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.

EXHIBIT F

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Gruen Associates)**

IRAN CONTRACTING CERTIFICATION

[Iran Contracting Certification on next page]

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):

GREEN ASSOCIATES

Federal ID Number (or n/a):

953444276

By (Authorized Signature):

[Signature]

Printed Name & Title of Person Signing:

LARRY SWANBERG

Date Executed

5/1/25

Executed in the County of LOS ANGELES

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

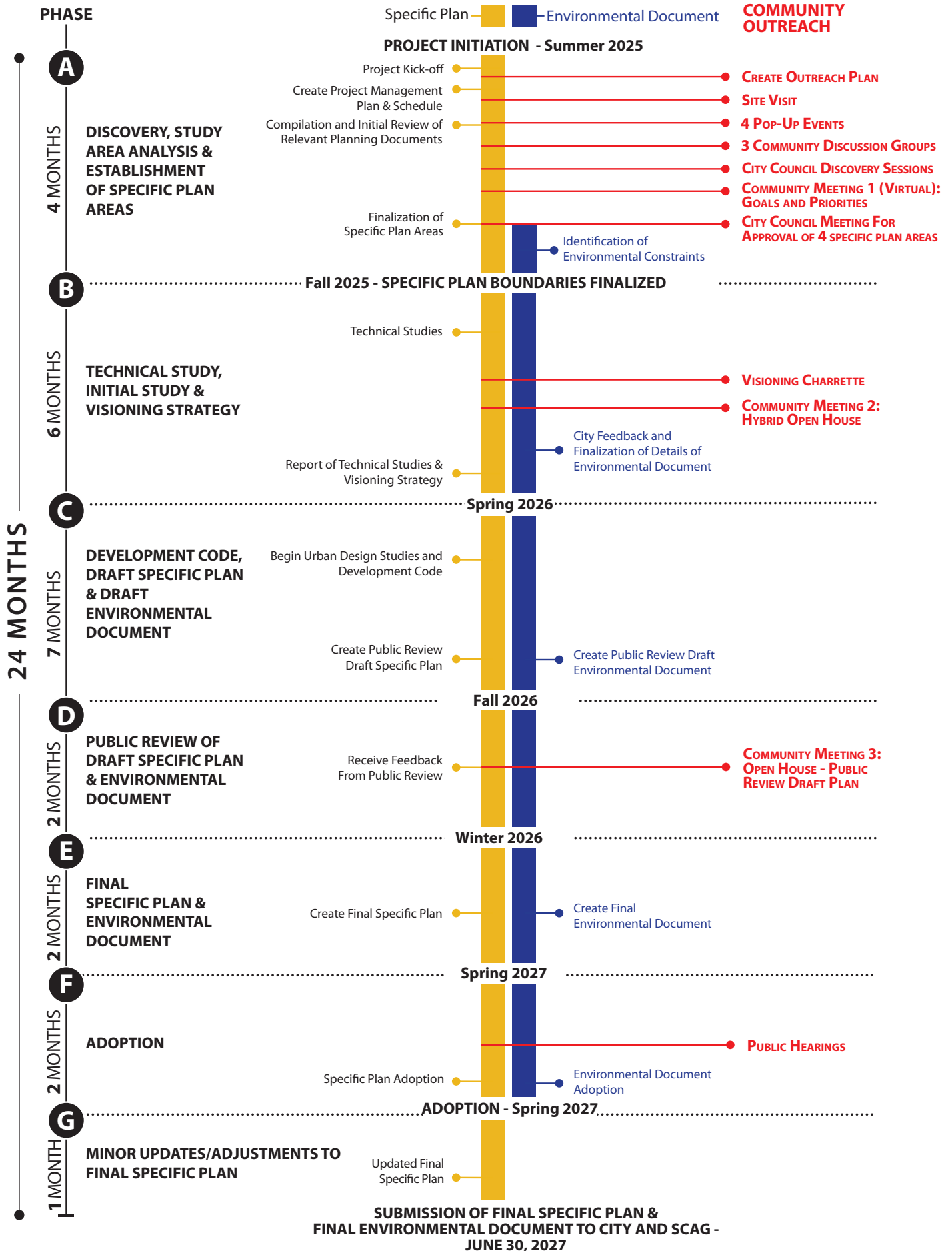
Executed in the County of _____

in the State of _____

EXHIBIT F

DRAFT PROJECT TIMELINE

(This draft timeline is intended for information purposes only to provide an overview vision of interaction between tasks. Estimated dates may change)





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

DATE: June 26, 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 April 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 83.3% through April 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 April 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 April 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 assets = liabilities + equity (equity = 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 attached summary of the year to date data as of April 30, 2025 for the General Fund, Enterprise Funds, and All Funds.

Notable areas of interest include:

- Interest Income
 - Interest income of pooled investments is recorded initially in the General Fund and allocated quarterly to all the other funds based on the daily average cash balance for each fund as recorded in the City's accounting system.

General Fund-By Department

- Franchise Tax
 - Franchise tax revenue saw a large increase from March to April as revenue was received from Southern California Edison Company and Southern California Gas Company which represents over 65% of the City's annual total in this area.
- Investment Income
 - Investment income is currently at 122.8% of the budgeted annual amount, and will be adjusted after the quarterly allocation to all other funds. Additionally, investment income for the fiscal year 2024-2025 was budgeted under the assumptions that interest rates would decrease in the current fiscal year.
- Miscellaneous
 - Miscellaneous revenue is currently at 159.2% 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.
- 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.

General Fund-By Expenditure

- Capital Expenditures
 - Overall expenses in Capital expenditures are currently at 6.1% 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.

Enterprise Funds

- Investment Income
 - Investment income is currently at 46.7% of the budgeted annual amount. The allocation of interest for the period of January-March of 2025 was posted in May and will be reflected in next month's report.
- 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.

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. Monthly Financial Reports-April 2025
2. FY2024-25 April Revenue
3. FY2024-25 April Expense
4. FY2024-25 April Balance Sheet



City of Oxnard
Monthly Financial Reports
April – 2025

City of Oxnard

General Fund-Revenues & Expenditures by Department

As of 4/30/2025 – 83.3% of Fiscal Year Elapsed

Report as to	April 30, 2025	Unaudited Monthly Financial Report			
Fund	General Fund				
Current Year Elapsed		83.33%			
		2024-25 Revised Budget	FY 2024-25 up to April 30, 2025	Actual vs Budget %	2023-24 Actuals
Revenues					
Taxes					
Property Taxes	73,192,898	55,479,721	75.8%	72,350,255	
Sales Tax	112,516,933	80,554,442	71.6%	114,732,996	
Transient Occupancy Tax	5,735,000	3,640,289	63.5%	5,384,870	
Franchise Tax	4,768,000	2,963,861	62.2%	4,848,912	
Buisness License Tax	6,970,000	6,587,957	94.5%	7,691,735	
Other Taxes	1,500,000	919,307	61.3%	1,008,325	
License and Permits	2,932,196	2,322,935	79.2%	3,359,277	
Special revenues	2,728,788	2,326,451	85.3%	2,484,759	
Fees and Charges	7,714,379	6,416,862	83.2%	7,350,238	
Recreation Revenues	278,012	343,533	123.6%	370,523	
Investment Income	2,509,860	3,082,090	122.8%	4,171,960	
Miscellaneous	5,402,605	8,602,040	159.2%	6,623,755	
Total Revenues	226,248,671	173,239,488	76.6%	230,377,605	
Expenditures					
General Government					
City Council	642,900	469,164	73.0%	585,559	
City Clerk	577,511	375,507	65.0%	410,731	
City Manager	3,901,341	2,584,898	66.3%	2,688,389	
City Attorney	2,571,847	1,891,573	73.5%	2,423,109	
Finance	8,340,288	5,754,924	69.0%	7,221,414	
Human Resources	3,510,751	2,567,314	73.1%	3,170,918	
Police	76,314,696	60,746,045	79.6%	71,811,865	
Fire	36,289,462	29,508,355	81.3%	32,285,497	
Public Works	27,255,489	17,891,910	65.6%	22,709,507	
Community Development	14,973,167	9,006,331	60.1%	11,338,519	
Culture, Leisure and Library Services	13,004,040	9,571,188	73.6%	11,020,430	
Housing	5,226,998	3,489,222	66.8%	2,957,335	
Non Departmental	27,421,480	1,914,519	7.0%	4,432,007	
Total Expenditures	220,029,970	145,770,950	66.3%	173,055,280	
Excess of Revenue Over/(Under) Expenditures	6,218,701	27,468,538	441.7%	57,322,325	
Other Financing Sources					
Net transfers	(22,725,448)	(16,561,405)	72.9%	(29,899,525)	
Total Other Financing Sources	(22,725,448)	(16,561,405)	72.9%	(29,899,525)	
Net Change in Fund Balance	(16,506,747)	10,907,133	-66.1%	27,422,800	

City of Oxnard

General Fund-Revenues & Expenditures by Nature

As of 4/30/2025 – 83.3% of Fiscal Year Elapsed

Report as to	April 30, 2025	Unaudited Monthly Financial Report			
Fund	General Fund				
Current Year Elapsed		83.33%			
		2024-25 Revised Budget	FY 2024-25 up to April 30, 2025	Actual vs Budget %	2023-24 Actuals
Revenues					
Taxes					
	Property Taxes	73,192,898	55,479,721	75.8%	72,350,255
	Sales Tax	112,516,933	80,554,442	71.6%	114,732,996
	Transient Occupancy Tax	5,735,000	3,640,289	63.5%	5,384,870
	Franchise Tax	4,768,000	2,963,861	62.2%	4,848,912
	Buisness License Tax	6,970,000	6,587,957	94.5%	7,691,735
	Other Taxes	1,500,000	919,307	61.3%	1,008,325
	License and Permits	2,932,196	2,322,935	79.2%	3,359,277
	Special revenues	2,728,788	2,326,451	85.3%	2,484,759
	Fees and Charges	7,714,379	6,416,862	83.2%	7,350,238
	Recreation Revenues	278,012	343,533	123.6%	370,523
	Investment Income	2,509,860	3,082,090	122.8%	4,171,960
	Miscellaneous	5,402,605	8,602,040	159.2%	6,623,755
Total Revenues		226,248,671	173,239,488	76.6%	230,377,605
Expenditures					
	Employment	170,104,022	122,551,697	72.0%	138,944,041
	Supplies	5,450,052	3,373,717	61.9%	4,908,153
	Services	27,523,476	13,853,555	50.3%	19,246,264
	Utilities and Energy	5,314,817	3,645,811	68.6%	4,634,981
	Maintenance	734,483	233,160	31.7%	357,023
	Capital Expenditures	2,190,747	134,425	6.1%	637,016
	Financing	8,712,373	1,978,588	22.7%	4,327,801
Total Expenditures		220,029,970	145,770,953	66.3%	173,055,279
Excess of Revenue Over/(Under) Expenditures		6,218,701	27,468,535	441.7%	57,322,326
Other Financing Sources					
	Net transfers	(22,725,448)	(16,561,405)	72.9%	(29,899,525)
Total Other Financing Sources		(22,725,448)	(16,561,405)	72.9%	(29,899,525)
Net Change in Fund Balance		(16,506,747)	10,907,130	-66.1%	27,422,801

City of Oxnard

Enterprise Funds-Revenues & Expenditures

As of 4/30/2025 – 83.3% of Fiscal Year Elapsed

Report as to	Apr 30, 2025	Unaudited Monthly Financial Report			
Fund	Enterprise Funds				
Current Year Elapsed		83.33%			
		2024-25 Revised Budget	FY 2024-25 up to Apr 30, 2025	Actual vs Budget %	2023-24 Actuals
Revenues					
	Fees and Charges	1,378,450	1,296,531	94.1%	1,366,263
	Recreation Revenues	6,500,000	4,718,690	72.6%	7,292,577
	Utilities	169,462,087	136,190,700	80.4%	151,919,542
	Investment Income	4,538,719	2,119,441	46.7%	5,849,463
	Miscellaneous	85,609,951	974,920	1.1%	2,419,468
Total Revenues		267,489,207	145,300,282	54.3%	168,895,517
Expenditures					
	Employment	51,118,365	39,247,571	76.8%	47,078,292
	Supplies	9,923,032	6,796,620	68.5%	7,703,142
	Services	108,425,593	30,384,933	28.0%	54,211,975
	Utilities and energy	48,423,044	34,275,757	70.8%	43,205,574
	Maintenance	750,052	262,732	35.0%	304,892
	Capital expenditures	84,101,428	1,529,476	1.8%	2,209,218
	Financing	32,148,384	8,828,471	27.5%	27,819,952
	Insurance	126,000	58,493	46.4%	123,159
Total Expenditures		335,015,898	121,384,053	36.2%	182,656,204
Excess of Revenue Over/(Under) Expenditures		(67,526,691)	23,916,229	-35.4%	(13,760,687)
Other Financing Sources					
	Net transfers	(28,843,859)	(16,428,772)	57.0%	(9,258,986)
Total Other Financing Sources		(28,843,859)	(16,428,772)	57.0%	(9,258,986)
Net Change in Fund Balance		(96,370,550)	7,487,457	-7.8%	(23,019,673)

City of Oxnard
All Funds-Revenues & Expenditures
As of 4/30/2025 – 83.3% of Fiscal Year Elapsed

Report as to	Apr 30, 2025	Unaudited Monthly Financial Report			
Fund	All Funds				
Current Year Elapsed		83.33%			
	2024-25 Revised Budget	FY 2024-25 up to Apr 30, 2025	Actual vs Budget %	2023-24 Actuals	
Revenues					
Taxes					
Property Taxes	91,092,225	73,430,021	80.6%	89,161,073	
Sales Tax	131,798,520	93,075,779	70.6%	133,499,467	
Transient Occupancy Tax	5,735,000	3,640,289	63.5%	5,384,870	
Franchise Tax	5,128,000	3,107,943	60.6%	5,173,574	
Buisness License Tax	6,970,000	6,622,911	95.0%	7,735,302	
Other Taxes	1,500,000	919,307	61.3%	1,008,325	
License and Permits	7,891,983	4,831,362	61.2%	12,990,656	
Special revenues	14,139,448	10,968,174	77.6%	14,117,059	
Fees and Charges	9,892,468	8,714,391	88.1%	10,911,977	
Recreation Revenues	6,778,012	5,062,222	74.7%	7,663,100	
Utilities	169,462,087	136,190,700	80.4%	151,919,542	
Special Assessments	14,243,961	13,676,042	96.0%	11,862,169	
Grant revenue	200,529,909	26,848,891	13.4%	47,623,251	
Investment Income	10,343,775	7,712,424	74.6%	14,175,242	
Miscellaneous	91,861,903	9,871,923	10.7%	12,118,140	
Total Revenues	767,367,291	404,672,379	52.7%	525,343,747	
Expenditures					
Employment	280,169,058	198,338,312	70.8%	229,839,237	
Supplies	23,669,963	13,292,396	56.2%	17,805,030	
Services	386,508,137	88,480,395	22.9%	124,493,517	
Utilities and energy	61,245,376	43,099,707	70.4%	54,504,308	
Maintenance	5,379,235	1,468,201	27.3%	1,940,734	
Capitla expenditures	148,132,005	4,299,992	2.9%	9,106,040	
Financing	60,369,745	18,184,040	30.1%	45,433,228	
Insurance	19,002,698	14,076,236	74.1%	14,532,223	
Total Expenditures	984,476,217	381,239,279	38.7%	497,654,317	
Excess of Revenue Over/(Under) Expenditures	(217,108,926)	23,433,100	-10.8%	27,689,430	
Other Financing Sources					
Net transfers	(7,114,868)	8,382,214	-117.8%	4,975,092	
Total Other Financing Sources	(7,114,868)	8,382,214	-117.8%	4,975,092	
Net Change in Fund Balance	(224,223,794)	31,815,314	-14.2%	32,664,522	

YEAR-TO-DATE BUDGET REPORT
REVENUE - APRIL 2025

FOR 2025 10

			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	-38,637,067.17	-16,818,957.24	.00	-106,554.83	99.7%
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	-82,815.79	-82,815.79	.00	-621,895.21	11.8%
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	-181,710.46	-14,385.93	.00	-74,372.54	71.0%
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	-381,324.79	-54,281.66	.00	-152,564.21	71.4%
1011001	40200	SALES TAX REVENUE	-55,716,933	-55,716,933	-42,884,753.01	-4,156,090.04	.00	-12,832,179.99	77.0%
1011001	40210	SALES TAX - MEASURE	-57,885,198	-56,800,000	-37,669,688.52	-3,721,976.63	.00	-19,130,311.48	66.3%
1011001	40300	TRANSIENT OCCUPANCY	-5,810,000	-5,735,000	-3,640,288.76	-391,967.59	.00	-2,094,711.24	63.5%
1011001	40400	FRANCHISE FEES	-4,768,000	-4,768,000	-2,963,860.80	-2,243,358.74	.00	-1,804,139.20	62.2%
1011001	40500	BUSINESS LICENSE FEE	-6,970,000	-6,970,000	-6,587,956.68	-618,311.65	.00	-382,043.32	94.5%
1011001	40600	CANNABIS TAX REVENUE	-1,100,000	-1,500,000	-919,306.79	-125,981.21	.00	-580,693.21	61.3%
1011001	41400	CANNABIS PERMIT FEES	-11,610	-11,610	-10,985.00	-250.00	.00	-625.00	94.6%
1011001	41500	OTHER LICENSE & PERM	-340,770	-340,770	-283,990.72	-24,212.60	.00	-56,779.28	83.3%
1011001	42400	HOMEOWNER PROP TAX R	-238,378	-238,378	-111,653.40	-78,157.38	.00	-126,724.60	46.8%
1011001	42410	STATE MANDATE COST R	-222,472	-165,279	-145,887.52	-57,289.00	.00	-19,391.48	88.3%
1011001	42430	PUBLIC SAFETY AUGMEN	-2,005,500	-1,860,500	-1,575,839.72	-266,541.16	.00	-284,660.28	84.7%
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	.00	.00	-1,598.80	59.6%
1011001	43230	COURT FINES - NON-TR	-262,610	-262,610	-100,589.08	.00	.00	-162,020.92	38.3%
1011001	43264	WITNESS FEE	0	0	-6,160.00	-275.00	.00	6,160.00	100.0%
1011001	43300	RENTAL REVENUE (SHOR	-60,000	-14,772	-12,314.30	-1,231.43	.00	-2,457.70	83.4%
1011001	43310	LEASE REVENUE (LONG	0	0	-23,614.98	.00	.00	23,614.98	100.0%
1011001	43400	DAMAGE REIMBURSEMENT	-5,600	-5,600	-3,440.63	-408.73	.00	-2,159.37	61.4%
1011001	47000	MISCELLANEOUS REVENU	-135,532	-435,532	-44,911.57	-156.79	.00	-390,620.43	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	-2,929,292.92	-277,777.78	.00	2,929,292.92	100.0%
1011001	47100	INTEREST INC- INVEST	-2,819,380	-2,504,427	-3,044,699.94	-473,220.31	.00	540,272.94	121.6%
1011001	47100	T0190 INTEREST INC- I	0	0	-33,267.28	-17,184.38	.00	33,267.28	100.0%
1011001	47101	INTEREST INC-VCIP	0	0	.00	370,072.12	.00	.00	.0%
1011001	47110	OTHER INTEREST INCOM	-1,000	-1,000	4,976.98	327,167.14	.00	-5,976.98	-497.7%
1011001	47120	GAIN/LOSS ON SALE OF	-3,000	-3,000	-3,950.00	196,117.00	.00	950.00	131.7%
1011001	47300	T0162 DONATIONS AND C	0	0	-179,731.73	-7,229.28	.00	179,731.73	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	-6,935,460.94	-700,213.57	.00	-1,467,402.06	82.5%

YEAR-TO-DATE BUDGET REPORT
REVENUE - APRIL 2025

FOR 2025 10

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	.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	-3,746.37	-45.00	.00	2,726.37	367.3%
1011501	49000	TRANSFERS IN (LABOR)	-10,404	-10,404	.00	.00	.00	-10,404.00	.0%
1011601	47000	MISCELLANEOUS REVENU	-26,000	-26,000	-20,125.91	-444.09	.00	-5,874.09	77.4%
1011611	47000	MISCELLANEOUS REVENU	0	0	-47,489.75	-17,856.36	.00	47,489.75	100.0%
1011621	43260	MISCELLANEOUS FEES	-14,000	-14,000	-26,725.04	-3,035.00	.00	12,725.04	190.9%
1011621	47910	REVENUES IN SUSPENSE	0	0	55,801.07	91,898.46	.00	-55,801.07	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	-146,864.00	910.00	.00	-4,372.00	97.1%
1012111	42420	B2302 POST POLICE OFF	-76,800	-211,896	-152,314.92	.00	.00	-59,581.08	71.9%
1012111	43000	FALSE ALARM FINE	-289,912	-236,116	-152,948.48	.00	.00	-83,167.52	64.8%
1012111	43210	PARKING FINES	-1,780,006	-1,780,006	-1,170,176.13	-72,178.50	.00	-609,829.87	65.7%
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	-1,700,001.61	-1,216,805.21	.00	101,427.61	106.3%
1012113	43250	MISCELLANEOUS FINES	-51,400	-105,536	-72,105.34	100.00	.00	-33,430.66	68.3%
1012121	47700	OTHER REIMBURSEMENTS	-128,256	-93,450	-43,883.28	-11,786.56	.00	-49,566.72	47.0%
1012121	47800	SALES OF ASSETS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012131	43260	MISCELLANEOUS FEES	-384,749	-570,144	-478,259.94	-53,983.25	.00	-91,884.06	83.9%
1012131	47000	MISCELLANEOUS REVENU	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012501	47700	OTHER REIMBURSEMENTS	-1,345,000	-3,000	-1,785.21	-369.36	.00	-1,214.79	59.5%
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	.00	.00	339,004.07	100.0%
1012501	47700	F2511 OTHER REIMBURSE	0	0	-17,804.00	.00	.00	17,804.00	100.0%
1012501	47700	T0048 OTHER REIMBURSE	0	-2,708,701	-2,893,157.36	.00	.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	-385,718.43	-27,389.00	.00	-64,281.57	85.7%
1012511	41500	OTHER LICENSE & PERM	-200,000	-200,000	-219,603.61	-26,145.06	.00	19,603.61	109.8%
1012511	43000	FALSE ALARM FINE	0	-25,000	-71,214.46	-11,766.52	.00	46,214.46	284.9%
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%

YEAR-TO-DATE BUDGET REPORT
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FOR 2025 10

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	-61,829.00	-7,469.00	.00	8,205.00	115.3%
1013102	43400	DAMAGE REIMBURSEMENT	-31,125	-31,125	-43,569.28	.00	.00	12,444.28	140.0%
1013102	47700	OTHER REIMBURSEMENTS	-4,500	-4,500	-4,500.00	-2,250.00	.00	.00	100.0%
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	-130,794.01	-11,249.06	.00	-3,713.99	97.2%
1013301	43130	LEASED SPACE - CELLU	-124,496	-124,496	-131,650.93	-14,703.56	.00	7,154.93	105.7%
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	-1,755.00	-157.50	.00	-54,165.00	3.1%
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	.00	.00	28,949.54	1258.0%
1013302	47000	MISCELLANEOUS REVENU	-15,500	-15,500	-7,215.68	-324.48	.00	-8,284.32	46.6%
1013303	47000	MISCELLANEOUS REVENU	-10,000	-10,000	-4,234.06	-321.66	.00	-5,765.94	42.3%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1013401	43400	DAMAGE REIMBURSEMENT	-11,000	-11,000	-48,545.85	.00	.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	-97,356.00	-13,908.00	.00	-12,292.00	88.8%
1014101	41500	OTHER LICENSE & PERM	-50,000	-50,000	-43,929.60	-1,542.86	.00	-6,070.40	87.9%
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	-157,043.07	-18,359.04	.00	157,043.07	100.0%
1014101	43040	ZONING-SUB FEES STAN	-450,000	-450,000	-295,573.92	-19,004.38	.00	-154,426.08	65.7%
1014101	43060	MISC PLANNING FEES	-23,000	-17,295	-13,055.00	-1,995.00	.00	-4,240.00	75.5%
1014101	43260	MISCELLANEOUS FEES	-2,331	-7,796	-3,662.00	-37.80	.00	-4,134.00	47.0%
1014101	47700	OTHER REIMBURSEMENTS	-200,000	-200,000	-142,377.72	-95,086.00	.00	-57,622.28	71.2%
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	-722,981.31	-85,842.96	.00	-363,503.69	66.5%
1014102	41001	PLUMBING PERMIT FEES	-137,969	-114,225	-77,792.44	-8,317.26	.00	-36,432.56	68.1%
1014102	41002	ELECTRICAL PERMIT FE	-160,207	-160,207	-136,780.14	-16,220.34	.00	-23,426.86	85.4%
1014102	41003	HEATING/VENT PERMIT	-80,717	-56,857	-42,717.12	-4,803.05	.00	-14,139.88	75.1%
1014102	41500	OTHER LICENSE & PERM	-201,158	-201,158	-154,217.00	-16,935.00	.00	-46,941.00	76.7%
1014102	43010	INSPECTION FEES	0	0	1,844.03	.00	.00	-1,844.03	100.0%
1014102	43011	INSPECTION FEES/TRAC	-680,000	-900,000	-892,495.14	.00	.00	-7,504.86	99.2%
1014102	43012	INSPECTION FEES/ENCR	-216,810	-216,810	-371,665.57	-47,578.54	.00	154,855.57	171.4%
1014102	43013	INSPECTOR OT REIMBUR	-40,000	-80,000	-123,201.70	-18,071.00	.00	43,201.70	154.0%
1014102	43014	INSPECTION FEES/ENER	-50,417	-27,221	-16,380.54	-1,589.80	.00	-10,840.46	60.2%
1014102	43051	PLAN CHECK FEES/BLDG	-1,200,000	-1,085,340	-772,113.30	-89,665.80	.00	-313,226.70	71.1%
1014102	43052	PLAN CHECK FEES/ENGI	-400,000	-500,000	-648,983.32	-19,703.85	.00	148,983.32	129.8%
1014102	43053	PLAN CHECK FEES/ENER	-49,280	-18,786	-12,453.63	-1,350.46	.00	-6,332.37	66.3%
1014102	43054	PLAN CHECK FEES/ELEC	-128,625	-79,995	-50,712.21	-6,790.01	.00	-29,282.79	63.4%
1014102	43055	PLAN CHECK FEES/MECH	-35,610	-12,276	-8,753.65	-662.70	.00	-3,522.35	71.3%
1014102	43056	PLAN CHECK FEES/PLUM	-67,650	-20,823	-14,763.41	-918.68	.00	-6,059.59	70.9%
1014102	43060	MISC PLANNING FEES	-3,842	-1,921	-320.18	320.18	.00	-1,600.82	16.7%
1014102	43260	MISCELLANEOUS FEES	-132,000	-132,000	-106,297.53	-11,303.61	.00	-25,702.47	80.5%
1014102	47000	MISCELLANEOUS REVENU	0	0	-.02	.00	.00	.02	100.0%
1014102	47700	OTHER REIMBURSEMENTS	0	-6,000	-12,652.08	-12,652.08	.00	6,652.08	210.9%
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	.00	.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	-3,234.38	-189.00	.00	1,234.38	161.7%
1015402	43250	MISCELLANEOUS FINES	-200	-407	-1,052.15	-148.48	.00	645.15	258.5%
1015402	47700	OTHER REIMBURSEMENTS	-1,200	-1,620	-2,464.22	-87.93	.00	844.22	152.1%
1015403	47000	MISCELLANEOUS REVENU	-2,500	-2,500	-4,046.01	-357.72	.00	1,546.01	161.8%
1015405	43250	MISCELLANEOUS FINES	0	0	-66.40	.00	.00	66.40	100.0%
1015405	47000	MISCELLANEOUS REVENU	-1,830	-1,830	-3,104.37	-251.95	.00	1,274.37	169.6%
1015405	47700	OTHER REIMBURSEMENTS	-15,600	-15,600	-12,574.05	-1,323.00	.00	-3,025.95	80.6%
1015501	43120	T0073 OTHER CONCESSIO	0	0	-1,935.00	-1,080.00	.00	1,935.00	100.0%

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1015501	43300	RENTAL REVENUE (SHOR	-90,000	-90,000	-6,702.75	.00	.00	-83,297.25	7.4%
1015501	43300	T0061 RENTAL REVENUE	0	0	-58,772.09	-8,001.36	.00	58,772.09	100.0%
1015501	43300	T0062 RENTAL REVENUE	0	0	-17,471.25	-495.00	.00	17,471.25	100.0%
1015501	43300	T0078 RENTAL REVENUE	0	0	-1,870.00	-750.00	.00	1,870.00	100.0%
1015501	43300	T0083 RENTAL REVENUE	0	0	-14,326.94	-1,495.56	.00	14,326.94	100.0%
1015501	43300	T0092 RENTAL REVENUE	0	0	-1,530.76	-648.00	.00	1,530.76	100.0%
1015501	43310	LEASE REVENUE (LONG	-105,948	-105,948	.00	.00	.00	-105,948.00	.0%
1015501	43310	T0078 LEASE REVENUE (	0	0	-88,294.50	-8,829.45	.00	88,294.50	100.0%
1015501	44000	YOUTH ADULT SPORTS	-20,000	-20,000	.00	.00	.00	-20,000.00	.0%
1015501	44000	T0073 YOUTH ADULT SPO	0	0	-15,202.24	.00	.00	15,202.24	100.0%
1015501	44010	RECREATION CLASS FEE	-16,800	-16,800	.00	.00	.00	-16,800.00	.0%
1015501	44010	T0075 RECREATION CLAS	0	0	-18,246.05	-2,285.58	.00	18,246.05	100.0%
1015501	44010	T0076 RECREATION CLAS	0	0	-657.62	-312.17	.00	657.62	100.0%
1015501	44020	SPECIAL EVENTS	-10,000	-30,000	.00	.00	.00	-30,000.00	.0%
1015501	44020	T0067 SPECIAL EVENTS	0	0	-30,082.21	-3,345.00	.00	30,082.21	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	.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	.00	-85,735.00	.0%
1015502	44000	YOUTH ADULT SPORTS	-22,000	-22,000	.00	.00	.00	-22,000.00	.0%
1015502	44000	T0090 YOUTH ADULT SPO	0	0	-65,157.36	-1,881.81	.00	65,157.36	100.0%
1015502	44020	SPECIAL EVENTS	-167,912	-167,912	.00	.00	.00	-167,912.00	.0%
1015502	44020	T0068 SPECIAL EVENTS	0	0	-186,709.16	-796.02	.00	186,709.16	100.0%
1015502	49940	M1911 TRANSFER IN - M	-107,673	-107,673	.00	.00	.00	-107,673.00	.0%
1015503	43300	RENTAL REVENUE (SHOR	-5,000	0	.00	.00	.00	.00	.0%
1015503	44020	SPECIAL EVENTS	-5,000	-1,300	.00	.00	.00	-1,300.00	.0%
1015503	44020	T0063 SPECIAL EVENTS	0	0	-2,046.19	-231.71	.00	2,046.19	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	-10,212.00	-1,083.00	.00	-3,788.00	72.9%
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	.00	.00	1,300.00	126.0%
1015511	44020	T0066 SPECIAL EVENTS	0	0	-1,400.00	-1,400.00	.00	1,400.00	100.0%
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	.00	.00	-37,936.00	50.1%
1015511	49940	M1103 TRANSFER IN - M	-1,321,263	-1,321,263	-1,101,052.50	-110,105.25	.00	-220,210.50	83.3%
1018104	43260	MISCELLANEOUS FEES	-67,813	-67,813	-69,199.82	343.98	.00	1,386.82	102.0%
1018104	47000	MISCELLANEOUS REVENU	0	0	-1,965.54	.00	.00	1,965.54	100.0%
TOTAL GENERAL FUND			-235,748,161	-237,671,455	-182,137,035.40	-31,261,060.39	.00	-55,534,419.77	76.6%
TOTAL REVENUES			-235,748,161	-237,671,455	-182,137,035.40	-31,261,060.39	.00	-55,534,419.77	
104 HALF CENT SALES TAX - MEAS 0									
1041001	40200	SALES TAX REVENUE	-19,281,587	-19,281,587	-12,521,337.60	-1,249,148.19	.00	-6,760,249.40	64.9%

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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	-317,550.14	-123,236.00	.00	-140,516.86	69.3%
1041001 47110	OTHER INTEREST INCOM	0	0	-18,286.29	.00	.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	-12,857,174.03	-1,372,384.19	.00	-8,758,168.97	59.5%
TOTAL REVENUES		-21,615,343	-21,615,343	-12,857,174.03	-1,372,384.19	.00	-8,758,168.97	
105 STREET MAINTENANCE (IUF) FUND								
1051001 49160	INFRASTRUCTURE USE F	0	-1,024,234	-1,024,234.00	-1,024,234.00	.00	.00	100.0%
TOTAL STREET MAINTENANCE (IUF) FU		0	-1,024,234	-1,024,234.00	-1,024,234.00	.00	.00	100.0%
TOTAL REVENUES		0	-1,024,234	-1,024,234.00	-1,024,234.00	.00	.00	
114 STORM WATER MANAGEMENT FUND								
1141001 49910	TRANSFER IN - STORM	-1,727,179	-1,727,179	-1,214,865.85	.00	.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	.00	.00	-853,392.15	58.8%
TOTAL REVENUES		-2,069,088	-2,069,088	-1,215,695.85	.00	.00	-853,392.15	
119 PUBLIC SAFETY RETIREMENT FUND								
1191001 40160	PUBLIC SAFETY PROPER	-17,899,327	-17,899,327	-17,950,300.62	-7,617,347.30	.00	50,973.62	100.3%
TOTAL PUBLIC SAFETY RETIREMENT FU		-17,899,327	-17,899,327	-17,950,300.62	-7,617,347.30	.00	50,973.62	100.3%
TOTAL REVENUES		-17,899,327	-17,899,327	-17,950,300.62	-7,617,347.30	.00	50,973.62	
120 MAINT ASSMNT DIST								
20003801 47100	INTEREST INC- INVES	6,110	6,110	5,285.01	5,097.33	.00	824.99	86.5%
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	-1,439,697.66	-1,118,098.78	.00	-1,800,928.34	44.4%

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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	-19,021.00	-19,021.00	.00	-20,579.00	48.0%
20303801	46100 SPECIAL ASSMNT REV-	-80,981	-80,981	-78,392.28	-31,309.53	.00	-2,588.72	96.8%
20303801	47100 INTEREST INC- INVES	-3,932	-3,932	-329.09	-455.70	.00	-3,602.91	8.4%
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	-23,326.48	-10,427.40	.00	-308.52	98.7%
21003801	47100 INTEREST INC- INVES	-673	-673	-260.40	-163.19	.00	-412.60	38.7%
21003801	49920 TRANSFER IN - SP. D	-617	-617	.00	.00	.00	-617.00	.0%
21103801	46100 SPECIAL ASSMNT REV-	-6,990	-6,990	-6,906.04	-3,242.47	.00	-83.96	98.8%
21103801	47100 INTEREST INC- INVES	3	3	4.99	-2.24	.00	-1.99	166.3%
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	-20,068.70	-8,464.62	.00	-198.30	99.0%
21203801	47100 INTEREST INC- INVES	-793	-793	-315.85	-196.48	.00	-477.15	39.8%
21203801	49920 TRANSFER IN - SP. D	-599	-599	.00	.00	.00	-599.00	.0%
21303801	46100 SPECIAL ASSMNT REV-	-17,325	-17,325	-17,081.86	-7,850.30	.00	-243.14	98.6%
21303801	47100 INTEREST INC- INVES	-674	-674	-243.00	-150.89	.00	-431.00	36.1%
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	-34,206.72	-15,007.36	.00	-1,341.28	96.2%
21403801	47100 INTEREST INC- INVES	-1,142	-1,142	-529.52	-280.20	.00	-612.48	46.4%
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	-19,256.58	-8,595.37	.00	-295.42	98.5%
21603801	47100 INTEREST INC- INVES	-700	-700	-.58	-84.71	.00	-699.42	.1%
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	-5,449.74	-2,367.51	.00	-.26	100.0%
22303801	47100 INTEREST INC- INVES	-173	-173	-130.83	-48.61	.00	-42.17	75.6%
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	-16,313.31	-7,089.03	.00	-768.69	95.5%
22403801	47100 INTEREST INC- INVES	-634	-634	-211.57	-145.73	.00	-422.43	33.4%
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	-22,751.74	-9,742.97	.00	-764.26	96.8%
22503801	47100 INTEREST INC- INVES	-728	-728	-215.36	-147.58	.00	-512.64	29.6%
22503801	49920 TRANSFER IN - SP. D	-636	-636	.00	.00	.00	-636.00	.0%
22703801	46100 SPECIAL ASSMNT REV-	-14,242	-14,242	-14,098.59	-6,550.86	.00	-143.41	99.0%
22703801	47100 INTEREST INC- INVES	-734	-734	-181.75	-124.00	.00	-552.25	24.8%
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	-72,727.20	-33,152.00	.00	-828.80	98.9%
22803801	47100 INTEREST INC- INVES	-3,257	-3,257	-278.24	-423.36	.00	-2,978.76	8.5%
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	-47,598.64	-23,799.32	.00	-2,306.36	95.4%
23003801	47100 INTEREST INC- INVES	-2,721	-2,721	-608.84	-410.15	.00	-2,112.16	22.4%
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	-100,563.06	-46,768.41	.00	-1,756.94	98.3%
23103801	47100 INTEREST INC- INVES	-888	-888	-716.22	-392.32	.00	-171.78	80.7%
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	-12,750.67	-5,611.06	.00	1,096.67	109.4%

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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	-320.85	-246.70	.00	-1,406.15	18.6%
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	-68,846.30	-28,620.90	.00	-1,776.70	97.5%
23303801	47100	INTEREST INC-	INVES	-1,834	-1,834	-204.89	-323.85	.00	-1,629.11	11.2%
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	-61,834.08	-28,909.44	.00	-802.92	98.7%
23403801	47100	INTEREST INC-	INVES	-2,554	-2,554	-330.71	-349.80	.00	-2,223.29	12.9%
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	-179,343.99	-82,096.02	.00	-2,483.01	98.6%
23603801	47100	INTEREST INC-	INVES	-3,420	-3,420	-438.83	-571.48	.00	-2,981.17	12.8%
23603801	49920	TRANSFER IN -	SP. D	-21,301	-21,301	.00	.00	.00	-21,301.00	.0%
23703801	46100	SPECIAL ASSMNT	REV-	-77	-77	-75.52	-35.52	.00	-1.48	98.1%
23703801	47100	INTEREST INC-	INVES	-3,720	-3,720	-1,778.29	-822.11	.00	-1,941.71	47.8%
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	-135,617.78	-64,578.25	.00	-2,462.22	98.2%
23803801	47100	INTEREST INC-	INVES	-2,861	-2,861	-234.39	-419.37	.00	-2,626.61	8.2%
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	-256,879.97	-119,042.26	.00	62,709.97	132.3%
23903801	47100	INTEREST INC-	INVES	-4,398	-4,398	-1,570.55	-1,150.91	.00	-2,827.45	35.7%
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	-173.55	-84.76	.00	-1,207.45	12.6%
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	-37,358.72	-16,678.00	.00	-333.28	99.1%
24003801	47100	INTEREST INC-	INVES	-4,475	-4,475	-769.16	-604.09	.00	-3,705.84	17.2%
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	-25,700.28	-11,928.40	.00	-326.72	98.7%
24103801	47100	INTEREST INC-	INVES	-1,777	-1,777	-250.04	-203.88	.00	-1,526.96	14.1%
24103801	49920	TRANSFER IN -	SP. D	-650	-650	.00	.00	.00	-650.00	.0%
24203801	46100	SPECIAL ASSMNT	REV-	-119,595	-119,595	-119,594.76	-56,458.44	.00	-.24	100.0%
24203801	47100	INTEREST INC-	INVES	-9,953	-9,953	-1,555.27	-1,299.79	.00	-8,397.73	15.6%
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	-130,546.16	-64,268.88	.00	-1,125.84	99.1%
24303801	47100	INTEREST INC-	INVES	-7,017	-7,017	-471.30	-828.83	.00	-6,545.70	6.7%
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	-187,538.32	-91,393.62	.00	-2,167.68	98.9%
24603801	47100	INTEREST INC-	INVES	-6,502	-6,502	328.11	-553.21	.00	-6,830.11	-5.0%
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	-28,464.80	-12,880.00	.00	-129.20	99.5%
24703801	47100	INTEREST INC-	INVES	-3,494	-3,494	-850.57	-534.99	.00	-2,643.43	24.3%
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	-21,985.08	-10,669.23	.00	-646.92	97.1%
24903801	47100	INTEREST INC- INVES		1,621	1,621	592.92	299.39	.00	1,028.08	36.6%
24903801	49920	TRANSFER IN - SP. D		-455	-455	.00	.00	.00	-455.00	.0%
25003801	46100	SPECIAL ASSMNT REV-		-27,658	-27,658	-26,966.16	-10,371.60	.00	-691.84	97.5%
25003801	47100	INTEREST INC- INVES		-682	-682	-365.79	-218.39	.00	-316.21	53.6%
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	-142,750.08	-64,435.80	.00	-1,984.92	98.6%
25103801	47100	INTEREST INC- INVES		-9,387	-9,387	-957.88	-1,138.77	.00	-8,429.12	10.2%
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	-16,830.95	-7,669.80	.00	-130.05	99.2%
25203801	47100	INTEREST INC- INVES		-6,777	-6,777	-2,357.48	-1,288.99	.00	-4,419.52	34.8%
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	-4,372.48	-1,912.96	.00	-.52	100.0%
25303801	47100	INTEREST INC- INVES		-246	-246	-68.19	-34.20	.00	-177.81	27.7%
25303801	49920	TRANSFER IN - SP. D		-145	-145	.00	.00	.00	-145.00	.0%
25403801	46100	SPECIAL ASSMNT REV-		-28	-28	-27.72	-12.88	.00	-.28	99.0%
25403801	47100	INTEREST INC- INVES		-1,557	-1,557	-1,161.88	-478.13	.00	-395.12	74.6%
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	-32,131.89	-14,280.84	.00	-397.11	98.8%
25503801	47100	INTEREST INC- INVES		-1,125	-1,125	-386.85	-234.53	.00	-738.15	34.4%
25503801	49920	TRANSFER IN - SP. D		-756	-756	.00	.00	.00	-756.00	.0%
25803801	46100	SPECIAL ASSMNT REV-		-19,112	-19,112	-18,866.60	-9,065.00	.00	-245.40	98.7%
25803801	47100	INTEREST INC- INVES		-3,908	-3,908	-912.81	-595.40	.00	-2,995.19	23.4%
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	-56,314.52	-28,157.26	.00	7.52	100.0%
26003801	47100	INTEREST INC- INVES		-1,031	-1,031	-127.26	-186.05	.00	-903.74	12.3%
26003801	49920	TRANSFER IN - SP. D		-982	-982	.00	.00	.00	-982.00	.0%
30403801	46100	SPECIAL ASSMNT REV-		-39,446	-39,446	-38,748.18	-16,944.35	.00	-697.82	98.2%
30403801	47100	INTEREST INC- INVES		-855	-855	-640.37	-321.53	.00	-214.63	74.9%
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	-470,989.23	-186,485.91	.00	26,731.23	106.0%
40103801	47100	INTEREST INC- INVES		-1,664	-1,664	-3,944.17	-1,890.80	.00	2,280.17	237.0%
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	793.38	332.89	.00	465.62	63.0%
60203801	46400	SP.ASSMNT MELLO-ROO		-588,100	-588,100	-575,915.30	-247,471.76	.00	-12,184.70	97.9%
60203801	47100	INTEREST INC- INVES		-33,576	-33,576	-15,661.36	-8,022.51	.00	-17,914.64	46.6%
60403801	46400	SP.ASSMNT MELLO-ROO		-1,147,071	-1,147,071	-1,108,613.35	-490,211.00	.00	-38,457.65	96.6%
60403801	47100	INTEREST INC- INVES		-77,252	-77,252	-44,067.37	-20,752.05	.00	-33,184.63	57.0%
60503304	47000	MISCELLANEOUS REVEN		0	0	-13,387.50	-391.50	.00	13,387.50	100.0%
60503801	46400	SP.ASSMNT MELLO-ROO		-4,294,634	-4,294,634	-4,255,434.48	-2,022,444.64	.00	-39,199.52	99.1%
60503801	47100	INTEREST INC- INVES		-61,331	-61,331	-28,569.65	-17,450.11	.00	-32,761.35	46.6%
60603801	47100	INTEREST INC- INVES		0	0	.00	3,463.31	.00	.00	.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	-2,238.00	-873.27	.00	-5,224.00	30.0%

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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	-803,708.66	-450,793.23	.00	354,026.66	178.7%
60903801 46000	SPECIAL ASSMNT REV-	-32,826	-32,826	-32,823.70	-16,411.85	.00	-2.30	100.0%
60903801 47100	INTEREST INC- INVES	-12,114	-12,114	-5,978.14	-6,208.75	.00	-6,135.86	49.3%
60903801 47500	D0030 DEVELOPMENT DE	0	-30,000	-30,000.00	.00	.00	.00	100.0%
TOTAL MAINT ASSMNT DIST		-13,662,269	-13,692,269	-10,955,781.88	-5,573,236.82	.00	-2,736,487.12	80.0%
TOTAL REVENUES		-13,662,269	-13,692,269	-10,955,781.88	-5,573,236.82	.00	-2,736,487.12	
181 STATE GAS TAX FUND								
1811001 42100	GAS TAX - HUTA SEC 2	-1,790,640	-1,790,640	-1,526,715.79	-141,914.32	.00	-263,924.21	85.3%
1811001 42110	GAS TAX - HUTA SEC 2	-1,251,885	-1,251,885	-961,491.41	-98,926.46	.00	-290,393.59	76.8%
1811001 42120	GAS TAX - HUTA SEC 2	-792,654	-792,654	-625,115.12	-61,848.29	.00	-167,538.88	78.9%
1811001 42130	GAS TAX - HUTA SEC 2	-1,710,871	-1,710,871	-1,256,206.63	-135,874.38	.00	-454,664.37	73.4%
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	-18,868.42	-2,405.36	.00	59,123.42	-46.9%
1811001 47110	OTHER INTEREST INCOM	0	0	-1,567.44	.00	.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	-4,676,443.94	-440,968.81	.00	-1,339,351.06	77.7%
TOTAL REVENUES		-6,015,795	-6,015,795	-4,676,443.94	-440,968.81	.00	-1,339,351.06	
182 TRAFFIC SAFETY FUND								
1821001 49930	TRANSFER IN - TRAFFI	-330,000	-330,000	-247,244.69	.00	.00	-82,755.31	74.9%
1823103 43220	VEHICLE CODE FINES	-210,000	-210,000	-100,589.03	.00	.00	-109,410.97	47.9%
1823103 47100	INTEREST INC- INVEST	-3,334	-3,334	1,171.25	188.30	.00	-4,505.25	-35.1%
TOTAL TRAFFIC SAFETY FUND		-543,334	-543,334	-346,662.47	188.30	.00	-196,671.53	63.8%
TOTAL REVENUES		-543,334	-543,334	-346,662.47	188.30	.00	-196,671.53	
185 ROAD MAINT & REHAB ACT FUND								
1851001 42200	RMRA (SB-1) - ROAD M	-5,160,673	-5,160,673	-3,634,805.77	-426,927.66	.00	-1,525,867.23	70.4%
1851001 47100	INTEREST INC- INVEST	-74,033	-74,033	-49,214.10	-16,384.34	.00	-24,818.90	66.5%
TOTAL ROAD MAINT & REHAB ACT FUND		-5,234,706	-5,234,706	-3,684,019.87	-443,312.00	.00	-1,550,686.13	70.4%
TOTAL REVENUES		-5,234,706	-5,234,706	-3,684,019.87	-443,312.00	.00	-1,550,686.13	

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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	-1,502.16	-834.62	.00	-3,089.84	32.7%
1912131	43240 ASSET SEIZURE	0	0	-96,894.72	.00	.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	-103,247.46	-834.62	.00	98,655.46	2248.4%
TOTAL REVENUES		-4,592	-4,592	-103,247.46	-834.62	.00	98,655.46	
192 ASSET SEIZURE FUND - STATE								
1922131	43240 ASSET SEIZURE	0	0	-117,374.89	-14,076.87	.00	117,374.89	100.0%
1922131	47100 INTEREST INC- INVEST	-4,334	-4,334	-3,243.68	-1,417.67	.00	-1,090.32	74.8%
TOTAL ASSET SEIZURE FUND - STATE		-4,334	-4,334	-120,618.57	-15,494.54	.00	116,284.57	2783.1%
TOTAL REVENUES		-4,334	-4,334	-120,618.57	-15,494.54	.00	116,284.57	
200 FEDERAL GRANTS FUND								
2002131	48000 C2036 FEDERAL GRANTS	0	-299,670	-45.00	-45.00	.00	-299,625.00	.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	-155,631.95	-50,431.16	.00	-213,346.05	42.2%
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	.00	.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	72,986.43	-372,073.76	.00	-204,993.95	-55.3%
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	-3,653.43	-317.55	.00	153.43	104.4%
2005503	48200	G2401	FEDERAL PASS-TH	-290,100	0	.00	.00	.00	.00	.0%
TOTAL FEDERAL GRANTS FUND				-4,378,425	-17,244,163	157,411.74	-422,867.47	.00	-17,401,575.13	-.9%
TOTAL REVENUES				-4,378,425	-17,244,163	157,411.74	-422,867.47	.00	-17,401,575.13	
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	.00	.00	-3,126,447.20	54.3%
2018105 47000	MISCELLANEOUS REVENU	0	0	-7,291.95	.00	.00	7,291.95	100.0%
TOTAL CDGB FUND		-2,313,917	-6,941,875	-3,722,720.04	.00	.00	-3,219,155.25	53.6%
TOTAL REVENUES		-2,313,917	-6,941,875	-3,722,720.04	.00	.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 REVENU	0	0	-12,285.85	.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	.00	.00	-5,048,695.39	.5%
TOTAL REVENUES		-868,867	-5,074,466	-25,770.44	.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	-12,701,351.62	-12,701,351.62	.00	22,453.50	100.2%
TOTAL ARPA		0	-12,678,898	-12,701,351.62	-12,701,351.62	.00	22,453.50	100.2%
TOTAL REVENUES		0	-12,678,898	-12,701,351.62	-12,701,351.62	.00	22,453.50	
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	.00	.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	.00	.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	.00	.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	.00	.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	.00	.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	-73,480.45	-38,715.93	.00	-357,165.40	17.1%
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	.00	.00	-51,551.25	31.3%
2102501	48030	C2421	STATE	GRANTS	0	-117,000	-117,000.00	-117,000.00	.00	.00	100.0%
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	.00	.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	.00	.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	.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	-15,460.80	-15,460.80	.00	.00	100.0%
2103302	48030	M1803	STATE	GRANTS	0	-76,717	-6,450.80	-6,450.80	.00	-70,266.20	8.4%
2103401	48030	C2205	STATE	GRANTS	0	-284,116	-193,126.82	-197,536.82	.00	-90,989.18	68.0%
2103401	48030	C2209	STATE	GRANTS	0	-159,009	.00	-52,461.18	.00	-159,008.82	.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	-1,145.37	-1,145.37	.00	.00	100.0%
2103610	48030	C2201	STATE	GRANTS	0	-2,755,000	-912,000.00	-888,250.00	.00	-1,843,000.00	33.1%
2103610	48030	G2254	STATE	GRANTS	0	0	-3,908.12	-3,908.12	.00	3,908.12	100.0%
2103630	48030	G2202	STATE	GRANTS	0	-3,327	-3,326.78	-3,326.78	.00	.00	100.0%
2103631	48030	C2423	STATE	GRANTS	0	-519,396	-519,396.00	.00	.00	.00	100.0%
2103631	48030	G2335	STATE	GRANTS	0	-33,535	-33,534.70	-33,534.70	.00	.00	100.0%
2103631	48030	G2417	STATE	GRANTS	0	-26,848	-26,848.00	-26,848.00	.00	.00	100.0%
2103631	48030	G2425	STATE	GRANTS	0	-49,663	-49,663.00	-49,663.00	.00	.00	100.0%
2103801	48030	G2232	STATE	GRANTS	0	-500,000	-500,000.00	.00	.00	.00	100.0%
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%
2104104	48030	G2516	STATE	GRANTS	0	-1,075,807	.00	.00	.00	-1,075,807.00	.0%
2105501	48030	C2216	STATE	GRANTS	0	-2,021,822	-86,657.24	.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	-2,239,030.59	-818,504.16	.00	-2,350,969.41	48.8%
2105503	48000	G2419	FEDERAL GRANTS		-31,471	-75,034	-40,048.61	-33,638.87	.00	-34,985.07	53.4%
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	-1,543,261.60	-169,155.64	.00	-724,182.36	68.1%
2105511	48000	G2315	FEDERAL GRANTS		-1,109,349	0	.00	.00	.00	.00	.0%
2108101	47700	G1504	OTHER REIMBURSE		0	-140,831	-160,500.00	-79,800.00	.00	19,669.04	114.0%
2108101	48010	G1502	FED GRANT PROGR		-60,000	-240,000	-112,100.00	-37,000.00	.00	-127,900.00	46.7%
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	-157,005,296	-10,212,341.29	-2,572,400.17	.00	-146,792,954.32	6.5%
TOTAL REVENUES					-104,986,078	-157,005,296	-10,212,341.29	-2,572,400.17	.00	-146,792,954.32	
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-	INVES		-3,313	-3,313	-2,771.60	-1,027.55	.00	-541.40	83.7%

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212	TRANSPORT DEV ACT (TDA) FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
90403001 42310	TRANSPORT. TAX TDA	-678,937	-678,937	-563,865.00	-56,578.00	.00	-115,072.00	83.1%
90403001 47100	INTEREST INC- INVES	-50,341	-50,341	-18,271.95	-9,236.69	.00	-32,069.05	36.3%
90403102 47000	C1809 MISCELLANEOUS	0	-15,000	.00	.00	.00	-15,000.00	.0%
90403201 43310	LEASE REVENUE (LONG	-251,089	-251,089	-164,741.87	-16,526.28	.00	-86,347.13	65.6%
90403201 47700	OTHER REIMBURSEMENT	0	0	-490.00	.00	.00	490.00	100.0%
90803001 47100	INTEREST INC- INVES	-6,695	-6,695	-456.09	-149.17	.00	-6,238.91	6.8%
TOTAL TRANSPORT DEV ACT (TDA) FUN		-1,005,375	-1,020,375	-763,521.51	-83,517.69	.00	-256,853.49	74.8%
TOTAL REVENUES		-1,005,375	-1,020,375	-763,521.51	-83,517.69	.00	-256,853.49	
220 STATE HOUSING (LHTFP) GRANT								
2208101 47100	INTEREST INC- INVEST	-16,712	-16,712	-13,894.87	-3,807.78	.00	-2,817.13	83.1%
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	-558,577.72	-3,807.78	.00	-920,345.12	37.8%
TOTAL REVENUES		-16,712	-1,478,923	-558,577.72	-3,807.78	.00	-920,345.12	
230 STATE TRAFFIC CONG RELIEF FUND								
2303103 47100	INTEREST INC- INVEST	-17,550	-17,550	-8,816.12	-4,007.76	.00	-8,733.88	50.2%
TOTAL STATE TRAFFIC CONG RELIEF F		-17,550	-17,550	-8,816.12	-4,007.76	.00	-8,733.88	50.2%
TOTAL REVENUES		-17,550	-17,550	-8,816.12	-4,007.76	.00	-8,733.88	
301 CAPITAL OUTLAY FUND								
3011401 49300	C2557 TRANSFERS IN -	0	-315,720	-51,417.55	.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%

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301	CAPITAL OUTLAY FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3011804	49300	C2034	TRANSFERS	IN -	-3,300,000	-3,553,561	-3,118,590.94	.00	.00	-434,969.73	87.8%
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	.00	.00	-1,164,966.11	.4%
3012131	49300	C2257	TRANSFERS	IN -	0	-1,605,499	-381,170.13	.00	.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	.00	.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	.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	.00	.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	.00	.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	.00	.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	.00	.00	-2,833,552.22	4.0%
3012501	49300	C2040	TRANSFERS	IN -	0	-481,240	-3,065.98	.00	.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	-382,687	-382,686.59	.00	.00	.00	100.0%
3012501	49300	C2203	TRANSFERS	IN -	0	-789,832	-394,915.80	.00	.00	-394,915.82	50.0%
3012501	49300	C2255	TRANSFERS	IN -	0	-3,031,139	-123,107.63	.00	.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	.00	.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	.00	.00	-3,967,216.56	3.3%
3013101	49300	C2019	TRANSFERS	IN -	0	-108,297	.00	.00	.00	-108,296.85	.0%

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3013101	49300	C2218	TRANSFERS	IN -	0	-166,195	-396.35	.00	.00	-165,798.96	.2%
3013101	49300	C2306	TRANSFERS	IN -	-500,000	-1,642,196	-6,417.49	.00	.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	.00	.00	-99,355,281.61	.3%
3013102	49300	C1302	TRANSFERS	IN -	0	-1,505,022	-1,228.52	.00	.00	-1,503,793.37	.1%
3013102	49300	C1306	TRANSFERS	IN -	0	-40,075	1,079.72	.00	.00	-41,154.72	-2.7%
3013102	49300	C1307	TRANSFERS	IN -	0	-172,083	-12,506.21	.00	.00	-159,576.96	7.3%
3013102	49300	C1601	TRANSFERS	IN -	0	-471,764	-615.07	.00	.00	-471,149.00	.1%
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	.00	.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	.00	.00	-1,292,820.73	8.3%
3013102	49300	C2003	TRANSFERS	IN -	0	-807,724	-61,049.75	.00	.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	.00	.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	.00	.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	.00	.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	.00	.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	.00	.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	.00	.00	-727,212.98	3.0%
3013301	49300	C2104	TRANSFERS	IN -	0	-7,178,930	-278,187.21	.00	.00	-6,900,742.64	3.9%
3013301	49300	C2105	TRANSFERS	IN -	0	-294,390	-14,800.00	.00	.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	.00	.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	.00	.00	-3,956,949.68	.9%

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3013301	49300	C2241	TRANSFERS	IN -	0	-337,129	-57,271.76	.00	.00	-279,857.38	17.0%
3013301	49300	C2249	TRANSFERS	IN -	0	-4,510,997	-10,448.33	.00	.00	-4,500,548.43	.2%
3013301	49300	C2305	TRANSFERS	IN -	-1,000,000	-2,523,601	-15,841.60	.00	.00	-2,507,759.46	.6%
3013301	49300	C2317	TRANSFERS	IN -	0	-2,885,274	-125,319.61	.00	.00	-2,759,954.27	4.3%
3013301	49300	C2327	TRANSFERS	IN -	0	-375,767	-304,035.27	.00	.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	.00	.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	.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	.00	.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	.00	.00	-11,150,827.52	43.1%
3013401	49300	C2209	TRANSFERS	IN -	-7,600,000	-11,700,243	-401,567.57	.00	.00	-11,298,675.26	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	.00	.00	.00	100.0%
3013401	49300	C2553	TRANSFERS	IN -	0	-157,551	-101,194.24	.00	.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	.00	.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	.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	.00	.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	.00	.00	-679,905.20	1.0%
3018101	49300	C2405	TRANSFERS	IN -	0	-722,240	-3,799.52	.00	.00	-718,440.64	.5%

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3018105 49300 C2238	TRANSFERS IN -	0	-700,000	.00	.00	.00	-700,000.00	.0%
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	-259,742,791	-27,078,592.42	.00	.00	-232,664,198.62	10.4%
TOTAL REVENUES		-133,464,724	-259,742,791	-27,078,592.42	.00	.00	-232,664,198.62	
311 PEG FEES FUND								
3111405 40400	FRANCHISE FEES	-360,000	-360,000	-144,082.11	.00	.00	-215,917.89	40.0%
3111405 47100	INTEREST INC- INVEST	-117,471	-117,471	-62,243.60	-28,199.95	.00	-55,227.40	53.0%
TOTAL PEG FEES FUND		-477,471	-477,471	-206,325.71	-28,199.95	.00	-271,145.29	43.2%
TOTAL REVENUES		-477,471	-477,471	-206,325.71	-28,199.95	.00	-271,145.29	
313 2022 LEASE PURCH EQUIP FUND								
3131001 47110	OTHER INTEREST INCOM	0	0	-37,186.42	.00	.00	37,186.42	100.0%
TOTAL 2022 LEASE PURCH EQUIP FUND		0	0	-37,186.42	.00	.00	37,186.42	100.0%
TOTAL REVENUES		0	0	-37,186.42	.00	.00	37,186.42	
314 2014 LEASE REV BOND FUND								
3141001 47110	OTHER INTEREST INCOM	0	0	-65,384.98	.00	.00	65,384.98	100.0%
TOTAL 2014 LEASE REV BOND FUND		0	0	-65,384.98	.00	.00	65,384.98	100.0%
TOTAL REVENUES		0	0	-65,384.98	.00	.00	65,384.98	
315 2006 TAB HERO/SW/ORMOND FUND								
3151001 47110	OTHER INTEREST INCOM	0	0	-46,173.94	.00	.00	46,173.94	100.0%
TOTAL 2006 TAB HERO/SW/ORMOND FUN		0	0	-46,173.94	.00	.00	46,173.94	100.0%
TOTAL REVENUES		0	0	-46,173.94	.00	.00	46,173.94	

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320	LOST PUBLIC SECTOR REV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
320 LOST PUBLIC SECTOR REV FUND								
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	.00	-94,965.97	.00	.00	.0%
80201001 41040	PARK ACQUISITION DE	-151,115	-151,115	-167,381.72	-10,388.54	.00	16,266.72	110.8%
80201001 47100	INTEREST INC- INVES	-26,221	-26,221	-25,510.16	-10,515.67	.00	-710.84	97.3%
80301001 47100	INTEREST INC- INVES	-249,930	-249,930	-127,609.53	-58,207.09	.00	-122,320.47	51.1%
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	-257,636.33	-113,029.82	.00	-159,066.67	61.8%
80404102 41300	TRAFFIC IMPACT FEES	-1,387,104	-1,387,104	-688,307.48	-41,261.51	.00	-698,796.52	49.6%
80501001 41020	GROWTH CAPITAL FEES	-246,689	-246,689	-141,592.38	-8,885.52	.00	-105,096.62	57.4%
80501001 47100	INTEREST INC- INVES	-39,894	-39,894	-25,546.54	-11,206.10	.00	-14,347.46	64.0%
80551001 47100	INTEREST INC- INVES	-22,277	-22,277	-12,747.88	-3,056.26	.00	-9,529.12	57.2%
80553201 43060	MISC PLANNING FEES	0	0	-142,302.32	-7,147.63	.00	142,302.32	100.0%
80601001 41020	GROWTH CAPITAL FEES	-21,357	-21,357	-146,020.54	-8,979.71	.00	124,663.54	683.7%
80601001 47100	INTEREST INC- INVES	-61,086	-61,086	-30,819.61	-14,407.41	.00	-30,266.39	50.5%
80701001 41050	UTILITY UNDERGROUND	-34,482	-34,482	-23,686.46	-1,241.35	.00	-10,795.54	68.7%
80701001 47100	INTEREST INC- INVES	-41,864	-41,864	-22,020.27	-9,942.35	.00	-19,843.73	52.6%
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	-1,953,461.57	-393,234.93	.00	-2,420,384.43	44.7%
	TOTAL REVENUES	-4,971,979	-4,373,846	-1,953,461.57	-393,234.93	.00	-2,420,384.43	
351 QUIMBY FUND								
81114101 47100	INTEREST INCOME - I	0	-30,534	-15,846.24	4,631.71	.00	-14,687.76	51.9%
81124101 47100	INTEREST INCOME - I	0	-113	-58.56	17.12	.00	-54.44	51.8%
81134101 47100	INTEREST INCOME - I	0	-3,662	-1,900.21	555.41	.00	-1,761.79	51.9%
81144101 47100	INTEREST INCOME - I	0	-27	-13.88	4.04	.00	-13.12	51.4%
81154101 47100	INTEREST INCOME - I	0	-9,705	-5,036.50	1,472.12	.00	-4,668.50	51.9%

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351	QUIMBY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
81164101	47100 INTEREST INCOME - I	0	-919	-476.86	139.38	.00	-442.14	51.9%
81174101	47100 INTEREST INCOME - I	0	-16,048	-8,328.17	2,434.25	.00	-7,719.83	51.9%
81184101	41030 QUIMBY PARK CAPITAL	0	-117,552	.00	.00	.00	-117,552.00	.0%
81184101	47100 INTEREST INCOME - I	0	-338	-175.52	51.30	.00	-162.48	51.9%
81194101	47100 INTEREST INCOME - I	0	-7,080	-3,674.45	1,074.01	.00	-3,405.55	51.9%
81204101	47100 INTEREST INCOME - I	0	-5,838	-3,029.94	885.63	.00	-2,808.06	51.9%
81214101	47100 INTEREST INCOME - I	0	-10,405	-5,399.61	1,578.27	.00	-5,005.39	51.9%
81224101	47100 INTEREST INCOME - I	0	-2,123	-1,009.25	388.31	.00	-1,113.75	47.5%
81234101	47100 INTEREST INCOME - I	0	-11,972	-6,212.83	1,815.97	.00	-5,759.17	51.9%
81244101	47100 INTEREST INCOME - I	0	-3,019	-1,566.98	458.01	.00	-1,452.02	51.9%
81254101	47100 INTEREST INCOME - I	0	-4,961	-2,574.58	752.52	.00	-2,386.42	51.9%
81264101	41030 QUIMBY PARK CAPITAL	0	-117,552	.00	.00	.00	-117,552.00	.0%
81264101	47100 INTEREST INCOME - I	0	-15,567	-8,078.89	2,361.40	.00	-7,488.11	51.9%
81274101	47100 INTEREST INCOME - I	0	-2,159	-1,120.45	327.50	.00	-1,038.55	51.9%
81284101	47100 INTEREST INCOME - I	0	-8,188	-4,249.39	1,242.06	.00	-3,938.61	51.9%
81294101	47100 INTEREST INCOME - I	0	-3,642	-1,890.13	552.47	.00	-1,751.87	51.9%
81304101	47100 INTEREST INCOME - I	0	-37	-19.02	5.55	.00	-17.98	51.4%
81314101	41030 QUIMBY PARK CAPITAL	0	-117,552	.00	.00	.00	-117,552.00	.0%
81314101	47100 INTEREST INCOME - I	0	-50,520	-26,218.25	7,663.38	.00	-24,301.75	51.9%
81324101	47100 INTEREST INCOME - I	0	-1,267	-657.56	192.21	.00	-609.44	51.9%
81334101	47100 INTEREST INCOME - I	0	-3,720	-1,930.77	564.35	.00	-1,789.23	51.9%
81344101	47100 INTEREST INCOME - I	0	-35,695	-18,524.32	5,415.01	.00	-17,170.68	51.9%
81354101	47100 INTEREST INCOME - I	0	-17,109	-8,878.86	2,595.22	.00	-8,230.14	51.9%
81364101	47100 INTEREST INCOME - I	0	-829	-430.27	125.76	.00	-398.73	51.9%
TOTAL QUIMBY FUND		0	-598,133	-127,301.49	37,302.96	.00	-470,831.51	21.3%
TOTAL REVENUES		0	-598,133	-127,301.49	37,302.96	.00	-470,831.51	
360 OTH. DEVPT FEES FUND								
70101001	47100 INTEREST INC- INVES	-39,404	-39,404	-13,048.86	-2,899.58	.00	-26,355.14	33.1%
70202512	41060 CUPA PERM & PLAN CH	-1,120,000	-1,120,000	-1,239,175.81	-13,891.57	.00	119,175.81	110.6%
70202512	43260 MISCELLANEOUS FEES	-11,000	-11,000	14.00	.00	.00	-11,014.00	-.1%
70202512	43260 T0155 MISCELLANEOUS	0	0	-12,324.00	-126.00	.00	12,324.00	100.0%
70202512	47000 MISCELLANEOUS REVEN	0	0	-8,879.50	-282.00	.00	8,879.50	100.0%
70202512	47100 INTEREST INC- INVES	-39,404	-39,404	-24,347.08	-10,619.82	.00	-15,056.92	61.8%
70202512	48300 MISC INTERGOV REVEN	0	0	6,598.00	5,824.00	.00	-6,598.00	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	-6,163.64	-2,407.72	.00	-1,380.36	81.7%
70408105	47100 INTEREST INC- INVES	-2,789	-2,789	-1,392.50	-668.93	.00	-1,396.50	49.9%
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	-67,081.86	-30,555.20	.00	-82,443.14	44.9%

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360	OTH. DEVPT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70508105 47110	OTHER INTEREST INCO	0	0	-98,033.10	-5,237.46	.00	98,033.10	100.0%
70608105 47100	INTEREST INC- INVES	-10,595	-10,595	-5,222.49	-2,419.55	.00	-5,372.51	49.3%
	TOTAL OTH. DEVPT FEES FUND	-1,390,261	-1,390,261	-1,482,753.99	-63,283.83	.00	92,492.99	106.7%
	TOTAL REVENUES	-1,390,261	-1,390,261	-1,482,753.99	-63,283.83	.00	92,492.99	
420 HOUSING SUC AGCY FUND								
4201001 42440	PAYMENT IN LIEU OF P	0	0	-50,598.00	-50,598.00	.00	50,598.00	100.0%
4208101 47100	INTEREST INC- INVEST	-85,396	-85,396	-31,329.45	-14,482.45	.00	-54,066.55	36.7%
4208101 47110	OTHER INTEREST INCOM	0	0	-23,919.95	.00	.00	23,919.95	100.0%
4208105 49500	PRINCIPAL PAYMENTS R	0	0	-66,472.54	-1,228.54	.00	66,472.54	100.0%
	TOTAL HOUSING SUC AGCY FUND	-85,396	-85,396	-172,319.94	-66,308.99	.00	86,923.94	201.8%
	TOTAL REVENUES	-85,396	-85,396	-172,319.94	-66,308.99	.00	86,923.94	
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	.00	.00	242,062.60	100.0%
	TOTAL CDC SUCCESSOR AGENCY FUND	0	0	-5,615,534.60	.00	.00	5,615,534.60	100.0%
	TOTAL REVENUES	0	0	-5,615,534.60	.00	.00	5,615,534.60	
481 DOWNTOWN IMPROVEMENT DISTRICT								
4811001 47100	INTEREST INC- INVEST	-105,760	-105,760	-51,853.09	-23,798.62	.00	-53,906.91	49.0%
	TOTAL DOWNTOWN IMPROVEMENT DISTRI	-105,760	-105,760	-51,853.09	-23,798.62	.00	-53,906.91	49.0%
	TOTAL REVENUES	-105,760	-105,760	-51,853.09	-23,798.62	.00	-53,906.91	
500 BOND ASSESSMENT DISTRICTS								
50001001 46000	SPECIAL ASSMNT REV-	0	0	-212,463.46	92,407.83	.00	212,463.46	100.0%
50003801 46000	SPECIAL ASSMNT REV-	-544,800	-544,800	-304,871.29	-304,871.29	.00	-239,928.71	56.0%
50003801 47110	OTHER INTEREST INCO	0	0	-7,845.03	.00	.00	7,845.03	100.0%

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500	BOND ASSESSMENT DISTRICTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50503801 46000	SPECIAL ASSMNT REV-	-196,672	-196,672	-195,251.10	-95,346.51	.00	-1,420.90	99.3%
50503801 47110	OTHER INTEREST INCO	0	0	-13,227.55	.00	.00	13,227.55	100.0%
50603801 46000	SPECIAL ASSMNT REV-	-843,408	-843,408	-827,605.88	-411,984.56	.00	-15,802.12	98.1%
50603801 47110	OTHER INTEREST INCO	0	0	-12,498.35	.00	.00	12,498.35	100.0%
50703801 46000	SPECIAL ASSMNT REV-	-1,874,611	-1,874,611	-1,807,284.05	-791,539.11	.00	-67,326.95	96.4%
50703801 47110	OTHER INTEREST INCO	0	0	-101.47	.00	.00	101.47	100.0%
50703801 49920	TRANSFER IN - SP. D	-4,471	-4,471	.00	.00	.00	-4,471.00	.0%
51003801 46400	SP.ASSMNT MELLO-ROO	-644,278	-644,278	-632,361.36	-274,255.21	.00	-11,916.64	98.2%
51003801 47110	OTHER INTEREST INCO	0	0	-10,856.23	.00	.00	10,856.23	100.0%
TOTAL BOND ASSESSMENT DISTRICTS		-4,108,240	-4,108,240	-4,024,365.77	-1,785,588.85	.00	-83,874.23	98.0%
TOTAL REVENUES		-4,108,240	-4,108,240	-4,024,365.77	-1,785,588.85	.00	-83,874.23	
541 DEVELOPER/OTHER DEPOSITS FUND								
5411001 47300 T0019	DONATIONS AND C	0	0	-48,761.69	-11,985.00	.00	48,761.69	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 REVENUE	0	0	-1,450.00	-300.00	.00	1,450.00	100.0%
TOTAL DEVELOPER/OTHER DEPOSITS FU		0	-354,785	-62,090.65	-12,285.00	.00	-292,694.40	17.5%
TOTAL REVENUES		0	-354,785	-62,090.65	-12,285.00	.00	-292,694.40	
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	-366,433.85	-165,959.01	.00	366,433.85	100.0%

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561	OXNARD DOWNTOWN MGT DIST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5618110 47100	INTEREST INC- INVEST	-5,768	-5,768	-2,440.54	-1,364.66	.00	-3,327.46	42.3%
	TOTAL OXNARD DOWNTOWN MGT DIST FU	-5,768	-5,768	-368,874.39	-167,323.67	.00	363,106.39	6395.2%
	TOTAL REVENUES	-5,768	-5,768	-368,874.39	-167,323.67	.00	363,106.39	
571 CONTRIBUTIONS TRUST FUND								
5711001 47300	DONATIONS AND CONTRI	0	0	600.00	300.00	.00	-600.00	100.0%
5711622 40510	D0002 BUSINESS LICENS	0	0	-34,954.78	-3,600.00	.00	34,954.78	100.0%
5712131 47300	T0015 DONATIONS AND C	0	0	75,611.00	176.00	.00	-75,611.00	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	-1,201.38	-51.07	.00	855.98	347.8%
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	-5,975.89	-10.00	490.00	5,485.89	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	13,919.56	-3,185.07	490.00	-234,719.96	-6.5%
	TOTAL REVENUES	0	-220,310	13,919.56	-3,185.07	490.00	-234,719.96	
601 WATER OPERATING FUND								
6013600 43270	PENALTIES & FORFEITU	-688,450	-688,450	-476,953.51	-50,231.18	.00	-211,496.49	69.3%
6013600 43400	DAMAGE REIMBURSEMENT	0	0	-63,571.91	.00	.00	63,571.91	100.0%
6013600 45100	WATER CHARGES - RES	-35,777,686	-35,777,686	-30,339,120.19	-3,096,518.72	.00	-5,438,565.81	84.8%
6013600 45110	WATER CHARGES - COMM	-25,308,420	-25,308,420	-19,755,569.99	-1,786,903.23	.00	-5,552,850.01	78.1%
6013600 45120	WATER CHARGES - FIRE	-1,187,126	-1,187,126	-588,751.50	-62,739.01	.00	-598,374.50	49.6%
6013600 45140	WATER - PHWA SVC AGM	-982,380	-982,380	-704,777.57	-20,984.98	.00	-277,602.43	71.7%
6013600 45150	WATER - MISC SERVICE	-664,320	-664,320	-446,959.61	-55,269.71	.00	-217,360.39	67.3%
6013600 45190	WATER - OTHER REVENU	-200,209	-200,209	-202,320.92	-12,105.00	.00	2,111.92	101.1%
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	-169,803.79	-113,225.74	.00	-434,632.21	28.1%
6013600 47110	OTHER INTEREST INCOM	-677,566	-677,566	-386,584.57	.00	.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%

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601	WATER OPERATING FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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%
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	-8,997.98	-1,050.00	.00	8,997.98	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	-327,166.79	-33,105.49	.00	-43,996.21	88.1%
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	-54,865,635.06	-5,232,133.06	.00	-13,952,355.94	79.7%
TOTAL REVENUES				-68,817,991	-68,817,991	-54,865,635.06	-5,232,133.06	.00	-13,952,355.94	
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%

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602	WATER CIP FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6023600	49300	C1806	TRANSFERS IN -	0	-4,263	-3,351.74		.00	-910.90	78.6%
6023600	49300	C2021	TRANSFERS IN -	-4,500,000	-7,885,200	-451,229.57		.00	-7,433,970.88	5.7%
6023600	49300	C2022	TRANSFERS IN -	0	-8,407,617	-6,343,549.56		.00	-2,064,067.80	75.5%
6023600	49300	C2023	TRANSFERS IN -	-250,000	-3,500,000	-259,518.55		.00	-3,240,481.45	7.4%
6023600	49300	C2026	TRANSFERS IN -	-2,000,000	-1,600,000	-104,493.01		.00	-1,495,507.17	6.5%
6023600	49300	C2113	TRANSFERS IN -	0	-400,000	.00		.00	-400,000.00	.0%
6023600	49300	C2115	TRANSFERS IN -	-1,000,000	-505,499	-20,940.24		.00	-484,558.54	4.1%
6023600	49300	C2226	TRANSFERS IN -	-1,250,000	-2,588,434	-75,385.00		.00	-2,513,048.84	2.9%
6023600	49300	C2227	TRANSFERS IN -	-300,000	-533,608	-803.39		.00	-532,804.16	.2%
6023600	49300	C2228	TRANSFERS IN -	-700,000	-4,777,322	-212,891.57		.00	-4,564,430.85	4.5%
6023600	49300	C2229	TRANSFERS IN -	-50,000	-518,988	-457,649.46		.00	-61,338.39	88.2%
6023600	49300	C2231	TRANSFERS IN -	-350,000	-546,027	-1,142.02		.00	-544,884.72	.2%
6023600	49300	C2308	TRANSFERS IN -	0	-600,000	.00		.00	-600,000.00	.0%
6023600	49300	C2401	TRANSFERS IN -	0	-62,565	.00		.00	-62,565.16	.0%
6023600	49300	C2551	TRANSFERS IN -	0	-1,500,000	.00		.00	-1,500,000.00	.0%
6023607	49300	C2022	TRANSFERS IN -	0	-9,393	.00		.00	-9,393.00	.0%
6023607	49300	C2027	TRANSFERS IN -	0	-711,486	-29,792.32		.00	-681,693.77	4.2%
TOTAL WATER CIP FUND				-10,400,000	-44,667,349	-7,960,746.43		.00	-36,706,602.90	17.8%
TOTAL REVENUES				-10,400,000	-44,667,349	-7,960,746.43		.00	-36,706,602.90	
603 WATER DEVLPMT IMPACT FEES FUND										
6033600	45180	WATER-RESOURCE DEV F		-684,800	-684,800	-276,367.18	-19,544.00	.00	-408,432.82	40.4%
6033600	47100	INTEREST INC- INVEST		-461,269	-461,269	-244,872.62	-109,713.87	.00	-216,396.38	53.1%
TOTAL WATER DEVLPMT IMPACT FEES F				-1,146,069	-1,146,069	-521,239.80	-129,257.87	.00	-624,829.20	45.5%
TOTAL REVENUES				-1,146,069	-1,146,069	-521,239.80	-129,257.87	.00	-624,829.20	
605 WATER CAP FACILITY FUND										
6053600	45170	WATER-CAPITAL FAC CH		-84,000	-84,000	-34,100.00	-2,387.00	.00	-49,900.00	40.6%
6053600	47100	INTEREST INC- INVEST		-39,920	-39,920	-21,677.95	-9,751.36	.00	-18,242.05	54.3%
TOTAL WATER CAP FACILITY FUND				-123,920	-123,920	-55,777.95	-12,138.36	.00	-68,142.05	45.0%
TOTAL REVENUES				-123,920	-123,920	-55,777.95	-12,138.36	.00	-68,142.05	
606 WATER RESOURCE FEE FUND										
6063600	45190	WATER - OTHER REVENU		-254,900	-254,900	.00	.00	.00	-254,900.00	.0%

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606	WATER RESOURCE FEE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6063600 47100	INTEREST INC- INVEST	-45,913	-45,913	-23,879.52	-10,975.83	.00	-22,033.48	52.0%
	TOTAL WATER RESOURCE FEE FUND	-300,813	-300,813	-23,879.52	-10,975.83	.00	-276,933.48	7.9%
	TOTAL REVENUES	-300,813	-300,813	-23,879.52	-10,975.83	.00	-276,933.48	
608 WATER SECURITY-CONT PREV FUND								
6083607 45150	WATER - MISC SERVICE	-7,946	-7,946	-8,550.30	-354.25	.00	604.30	107.6%
6083607 45160	WATER-CROSS CONTAM P	-423,454	-423,454	-328,368.02	-36,839.00	.00	-95,085.98	77.5%
6083607 47100	INTEREST INC- INVEST	-33,972	-33,972	-128.50	-1,748.36	.00	-33,843.50	.4%
	TOTAL WATER SECURITY-CONT PREV FU	-465,372	-465,372	-337,046.82	-38,941.61	.00	-128,325.18	72.4%
	TOTAL REVENUES	-465,372	-465,372	-337,046.82	-38,941.61	.00	-128,325.18	
609 WATER BOND 2021A REV BOND FUND								
6093600 47110	OTHER INTEREST INCOM	0	0	-56,335.23	.00	.00	56,335.23	100.0%
	TOTAL WATER BOND 2021A REV BOND F	0	0	-56,335.23	.00	.00	56,335.23	100.0%
	TOTAL REVENUES	0	0	-56,335.23	.00	.00	56,335.23	
611 WASTEWATER OPERATING FUND								
6113610 43270	PENALTIES & FORFEITU	-425,000	-425,000	-402,985.35	-48,071.17	.00	-22,014.65	94.8%
6113610 45200	SEWER CHARGES - RES	-22,500,000	-22,500,000	-17,715,879.15	-1,827,384.53	.00	-4,784,120.85	78.7%
6113610 45210	SEWER CHARGES - RES	-7,560,000	-7,560,000	-5,959,955.06	-629,164.55	.00	-1,600,044.94	78.8%
6113610 45220	SEWER CHARGES - COMM	-5,160,000	-5,160,000	-4,260,214.48	-411,155.23	.00	-899,785.52	82.6%
6113610 45230	SEWER CHARGES - INDU	-5,640,000	-5,640,000	-3,558,190.20	-334,441.17	.00	-2,081,809.80	63.1%
6113610 45240	SEWER CHARGES-OUTSID	-550,000	-550,000	-255,337.75	.00	.00	-294,662.25	46.4%
6113610 45250	SEWER CODE ENFORCEME	0	0	-25,203.82	-500.00	.00	25,203.82	100.0%
6113610 47000	MISCELLANEOUS REVENU	0	0	-23,266.57	.00	.00	23,266.57	100.0%
6113610 47100	INTEREST INC- INVEST	-1,686,106	-1,686,106	-742,683.92	-436,866.83	.00	-943,422.08	44.0%
6113610 47110	OTHER INTEREST INCOM	0	0	-4,220.61	.00	.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	-88,976.05	-15,584.97	.00	-161,023.95	35.6%
6113612 45260	DISCHARGE PERMIT-WW	-150,000	-150,000	-111,096.65	-400.00	.00	-38,903.35	74.1%
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	-1,633,292.41	-160,975.33	.00	-666,707.59	71.0%

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611	WASTEWATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6113614	45270 WW LABORATORY SERVIC	-12,000	-12,000	-10,521.24	.00	.00	-1,478.76	87.7%
6113614	47000 MISCELLANEOUS REVENU	0	0	-11.52	-11.52	.00	11.52	100.0%
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%
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	-34,986,059.95	-3,864,555.30	.00	-11,247,046.05	75.7%
TOTAL REVENUES		-46,233,106	-46,233,106	-34,986,059.95	-3,864,555.30	.00	-11,247,046.05	

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%
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612	WASTEWATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	.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	.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	.00	.00	-45,342,496.31	18.3%
6123610 49300 C2218 TRANSFERS IN -		0	-278,599	.00	.00	.00	-278,599.29	.0%
6123610 49300 C2232 TRANSFERS IN -		-3,700,000	-7,906,762	-152,776.35	.00	.00	-7,753,985.29	1.9%
6123610 49300 C2234 TRANSFERS IN -		-3,000,000	-3,792,687	-30,045.87	.00	.00	-3,762,640.65	.8%
6123610 49300 C2235 TRANSFERS IN -		0	-7,249,284	-328.34	.00	.00	-7,248,955.66	.0%
6123610 49300 C2236 TRANSFERS IN -		0	-3,103,586	-253,326.71	.00	.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	.00	.00	-1,393,152.57	3.9%
6123610 49300 C2402 TRANSFERS IN -		-1,000,000	-1,946,272	-880,573.44	.00	.00	-1,065,698.56	45.2%
6123610 49300 C2408 TRANSFERS IN -		-500,000	-2,104,000	.00	.00	.00	-2,104,000.00	.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	.00	.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	-127,007,148	-11,848,960.55	.00	.00	-115,158,187.08	9.3%
TOTAL REVENUES		-56,340,000	-127,007,148	-11,848,960.55	.00	.00	-115,158,187.08	
613 WASTEWATER CONNECTION FEE FUND								
6133610 45280 SEWER CONNECTION FEE		-1,000,000	-1,000,000	-412,119.92	-26,757.78	.00	-587,880.08	41.2%
6133610 47100 INTEREST INC- INVEST		-330,855	-330,855	-206,786.30	-89,868.67	.00	-124,068.70	62.5%
TOTAL WASTEWATER CONNECTION FEE F		-1,330,855	-1,330,855	-618,906.22	-116,626.45	.00	-711,948.78	46.5%
TOTAL REVENUES		-1,330,855	-1,330,855	-618,906.22	-116,626.45	.00	-711,948.78	
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	-20,752.84	-5,418.37	.00	-1,966.16	91.3%

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628	WASTEWATER SEC-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL WASTEWATER SEC-CONT PREV FU	-22,719	-22,719	-20,752.84	-5,418.37	.00	-1,966.16	91.3%
	TOTAL REVENUES	-22,719	-22,719	-20,752.84	-5,418.37	.00	-1,966.16	
631 SOLID WASTE OPERATING FUND								
6313630	47000 MISCELLANEOUS REVENU	-12,025	-12,025	290.06	.00	.00	-12,315.06	-2.4%
6313630	47100 INTEREST INC- INVEST	-434,700	-434,700	-134,417.72	-84,274.42	.00	-300,282.28	30.9%
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	.00	.00	61.93	100.0%
6313632	43270 PENALTIES & FORFEITU	-265,000	-265,000	-350,849.64	-37,834.51	.00	85,849.64	132.4%
6313632	43400 DAMAGE REIMBURSEMENT	0	0	-2,170.45	.00	.00	2,170.45	100.0%
6313632	45300 RESIDENTIAL STANDARD	-18,814,014	-18,814,014	-15,457,079.95	-1,645,359.78	.00	-3,356,934.05	82.2%
6313632	45301 RESIDENTIAL SPECIAL	-134,044	-134,044	-111,496.93	-11,207.05	.00	-22,547.07	83.2%
6313632	45310 RESIDENTIAL EXTRA CA	-899,607	-899,607	-766,943.30	-82,028.22	.00	-132,663.70	85.3%
6313632	47000 MISCELLANEOUS REVENU	-2,040	-2,040	185.15	-257.50	.00	-2,225.15	-9.1%
6313633	45310 COMMERCIAL FEL 4-CUB	-13,848,026	-13,848,026	-11,583,089.58	-1,228,381.59	.00	-2,264,936.42	83.6%
6313633	45311 COMMERCIAL FEL 2-CUB	-4,172,960	-4,172,960	-3,526,544.33	-351,623.99	.00	-646,415.67	84.5%
6313633	45312 COMMERCIAL CARTS SER	-218,371	-218,371	-162,671.15	-16,354.92	.00	-55,699.85	74.5%
6313633	45313 COMMERCIAL SPECIAL P	-21,570	-21,570	-11,277.80	-1,407.12	.00	-10,292.20	52.3%
6313633	45314 COMMERCIAL FOOD WAST	-55,836	-55,836	-174,309.12	-18,397.12	.00	118,473.12	312.2%
6313634	45320 INDUSTRIAL 30-CUBIC	-1,659,468	-1,659,468	-1,713,060.39	-193,720.17	.00	53,592.39	103.2%
6313634	45321 INDUSTRIAL 13.4-CUBI	-1,180,147	-1,180,147	-1,185,280.12	-107,862.57	.00	5,133.12	100.4%
6313634	45322 INDUSTRIAL 30YD PASS	-1,246,492	-1,246,492	-2,469,520.67	-255,186.13	.00	1,223,028.67	198.1%
6313634	45323 INDUSTRIAL 13.4YD PA	-293,552	-293,552	-350,904.54	-27,168.90	.00	57,352.54	119.5%
6313634	45324 INDUSTRIAL SPECIAL P	-378,410	-378,410	-323,023.93	-38,979.63	.00	-55,386.07	85.4%
6313634	45325 INDUST SPEC P/U PASS	-602,811	-602,811	-383,093.97	-41,261.09	.00	-219,717.03	63.6%
6313634	45326 INDUSTRIAL RENTAL CH	-83,603	-83,603	-77,190.93	-7,521.54	.00	-6,412.07	92.3%
6313634	45327 WALKING FLOOR TRAIL	-521,881	-521,881	-371,537.27	-38,486.00	.00	-150,343.73	71.2%
6313634	45328 WALK FL TRAILER PASS	-776,529	-776,529	-609,894.83	-62,128.30	.00	-166,634.17	78.5%

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631	SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313634 47000	MISCELLANEOUS REVENU	0	0	-468.54	-50.00	.00	468.54	100.0%
6313635 45340	DEL NORTE WASTE GATE	-9,688,673	-9,688,673	-7,759,022.11	-929,349.43	.00	-1,929,650.89	80.1%
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	-2,021,590.77	-174,418.50	.00	-1,313,409.23	60.6%
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	.00	.00	-27,578.75	44.8%
TOTAL SOLID WASTE OPERATING FUND		-58,938,448	-58,938,448	-49,643,708.37	-5,353,258.48	.00	-9,294,739.63	84.2%
TOTAL REVENUES		-58,938,448	-58,938,448	-49,643,708.37	-5,353,258.48	.00	-9,294,739.63	
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	-5,559.84	-308.88	.00	-3,440.16	61.8%
6343632 45303	SOLID WASTE - RESID	0	0	-2,374.38	-131.91	.00	2,374.38	100.0%
6343632 45304	SOLID WASTE - RESID	0	0	-3,043.44	-169.08	.00	3,043.44	100.0%
6343632 45305	SOLID WASTE - RESID	0	0	-2,542.86	-141.27	.00	2,542.86	100.0%
6343632 47100	INTEREST INC- INVEST	-19,972	-19,972	-11,306.10	-5,048.23	.00	-8,665.90	56.6%
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	.00	.00	-11,617.00	35.5%
6343633 45317	SOLID WASTE - FRONT-	0	0	-4,462.80	.00	.00	4,462.80	100.0%
TOTAL SOLID WASTE DEVELOPER FEE F		-46,972	-46,972	-36,468.42	-5,799.37	.00	-10,503.58	77.6%
TOTAL REVENUES		-46,972	-46,972	-36,468.42	-5,799.37	.00	-10,503.58	
638 SOLID WASTE SEC - CONT PREV FU								

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638	SOLID WASTE SEC - CONT PREV FU	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6383639 45150	SOLID WASTE COMTAM P	-170,000	-170,000	7,463.28	-19.44	.00	-177,463.28	-4.4%
6383639 47100	INTEREST INC- INVEST	-23,855	-23,855	-13,008.60	-5,778.38	.00	-10,846.40	54.5%
	TOTAL SOLID WASTE SEC - CONT PREV	-193,855	-193,855	-5,545.32	-5,797.82	.00	-188,309.68	2.9%
	TOTAL REVENUES	-193,855	-193,855	-5,545.32	-5,797.82	.00	-188,309.68	
641 PERFORMING ARTS CENTER FUND								
6415601 43100	PACC VENDOR FACILITY	-233,000	-233,000	-263,659.75	-92,886.35	.00	30,659.75	113.2%
6415601 43110	PACC VENDOR CONCESSI	-15,000	-15,000	-13,328.99	-1,454.42	.00	-1,671.01	88.9%
	TOTAL PERFORMING ARTS CENTER FUND	-248,000	-248,000	-276,988.74	-94,340.77	.00	28,988.74	111.7%
	TOTAL REVENUES	-248,000	-248,000	-276,988.74	-94,340.77	.00	28,988.74	
651 GOLF COURSE OPERATING FUND								
6513640 44100	GOLF COURSE - OPERAT	-6,146,450	-6,500,000	-4,718,689.68	-127,457.85	.00	-1,781,310.32	72.6%
6513640 47000	MISCELLANEOUS REVENU	-265,200	-265,200	.00	.00	.00	-265,200.00	.0%
6513640 47100	INTEREST INC- INVEST	-157,436	-157,436	-82,982.88	-37,224.88	.00	-74,453.12	52.7%
	TOTAL GOLF COURSE OPERATING FUND	-6,569,086	-6,922,636	-4,801,672.56	-164,682.73	.00	-2,120,963.44	69.4%
	TOTAL REVENUES	-6,569,086	-6,922,636	-4,801,672.56	-164,682.73	.00	-2,120,963.44	
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	.00	.00	-1,629,898.43	.5%
	TOTAL GOLF COURSE CIP FUND	-1,350,000	-2,489,627	-33,146.74	.00	.00	-2,456,480.38	1.3%
	TOTAL REVENUES	-1,350,000	-2,489,627	-33,146.74	.00	.00	-2,456,480.38	
701 PUBLIC LIAB & PROP INSUR ISF								
7011704 47100	INTEREST INC- INVEST	-57,359	-57,359	461.93	-4,057.60	.00	-57,820.93	-.8%

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701	PUBLIC LIAB & PROP INSUR ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7011704 49100	LIABILITY INSURANCE	-9,253,768	-9,253,768	-7,701,607.80	-771,147.18	.00	-1,552,160.20	83.2%
	TOTAL PUBLIC LIAB & PROP INSUR IS	-9,311,127	-9,311,127	-7,701,145.87	-775,204.78	.00	-1,609,981.13	82.7%
	TOTAL REVENUES	-9,311,127	-9,311,127	-7,701,145.87	-775,204.78	.00	-1,609,981.13	
702 WORKERS COMP INSUR ISF								
7021702 47100	INTEREST INC- INVEST	-399,564	-399,564	-418,724.27	-116,581.36	.00	19,160.27	104.8%
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	-9,213,267.90	-921,326.79	.00	-1,842,653.10	83.3%
	TOTAL WORKERS COMP INSUR ISF	-11,455,485	-11,455,485	-9,633,371.27	-1,037,908.15	.00	-1,822,113.73	84.1%
	TOTAL REVENUES	-11,455,485	-11,455,485	-9,633,371.27	-1,037,908.15	.00	-1,822,113.73	
725 CUSTOMER BILLING OPS ISF								
7251623 47100	INTEREST INC- INVEST	-36,863	-36,863	-37,434.56	-10,385.03	.00	571.56	101.6%
7251623 49120	INTERNAL UTILITY BIL	-3,032,741	-3,032,741	-2,527,284.20	-252,728.42	.00	-505,456.80	83.3%
	TOTAL CUSTOMER BILLING OPS ISF	-3,069,604	-3,069,604	-2,564,718.76	-263,113.45	.00	-504,885.24	83.6%
	TOTAL REVENUES	-3,069,604	-3,069,604	-2,564,718.76	-263,113.45	.00	-504,885.24	
731 INFORMATION TECHNOLOGY ISF								
7311801 47100	INTEREST INC- INVEST	-152,893	-152,893	-189,604.04	-56,175.33	.00	36,711.04	124.0%
7311801 49130	IT INTERNAL SERVICE	-15,056,314	-15,056,314	-12,978,528.60	-1,254,692.86	.00	-2,077,785.40	86.2%
7311805 49130	IT INTERNAL SERVICE	-1,127,212	-1,127,212	-916,387.54	-93,934.48	.00	-210,824.46	81.3%
	TOTAL INFORMATION TECHNOLOGY ISF	-16,336,419	-16,336,419	-14,084,520.18	-1,404,802.67	.00	-2,251,898.82	86.2%
	TOTAL REVENUES	-16,336,419	-16,336,419	-14,084,520.18	-1,404,802.67	.00	-2,251,898.82	
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%

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732	IT CAPITAL	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	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	-39,745.38	-3,751.06	.00	136.38	100.3%
7353740 47100	INTEREST INC- INVEST	-48,655	-48,655	-58,228.90	-15,983.94	.00	9,573.90	119.7%
7353740 49140	FACILITIES INTERNAL	-8,377,200	-8,377,200	-6,980,903.90	-698,090.39	.00	-1,396,296.10	83.3%
	TOTAL FACILITIES MAINTENANCE ISF	-8,465,464	-8,465,464	-7,078,878.18	-717,825.39	.00	-1,386,585.82	83.6%
	TOTAL REVENUES	-8,465,464	-8,465,464	-7,078,878.18	-717,825.39	.00	-1,386,585.82	
741 FLEET SERVICES ISF								
7413750 43400	DAMAGE REIMBURSEMENT	-29,941	-29,941	-40,200.01	.00	.00	10,259.01	134.3%
7413750 47000	MISCELLANEOUS REVENU	-18,818	-18,818	.00	.00	.00	-18,818.00	.0%
7413750 47100	INTEREST INC- INVEST	-3,102	-3,102	-3,451.88	-283.89	.00	349.88	111.3%
7413750 47700	OTHER REIMBURSEMENTS	0	0	-1,989.59	.00	.00	1,989.59	100.0%
7413750 47800	SALES OF ASSETS	-2,324	-2,324	-1,043.22	-455.00	.00	-1,280.78	44.9%
7413750 49150	FLEET-EQUIPMENT MAIN	-9,958,337	-9,958,337	-6,863,921.64	-739,209.02	.00	-3,094,415.36	68.9%
	TOTAL FLEET SERVICES ISF	-10,012,522	-10,012,522	-6,910,606.34	-739,947.91	.00	-3,101,915.66	69.0%
	TOTAL REVENUES	-10,012,522	-10,012,522	-6,910,606.34	-739,947.91	.00	-3,101,915.66	
742 FLEET REPLACEMENT FUND								
7423750 47100	INTEREST INC- INVEST	-21,110	-21,110	-11,881.49	-3,033.65	.00	-9,228.51	56.3%
	TOTAL FLEET REPLACEMENT FUND	-21,110	-21,110	-11,881.49	-3,033.65	.00	-9,228.51	56.3%
	TOTAL REVENUES	-21,110	-21,110	-11,881.49	-3,033.65	.00	-9,228.51	
801 COFA DEBT SERVICE FUND								
8011001 47110	OTHER INTEREST INCOM	0	0	-3,072.14	.00	.00	3,072.14	100.0%
8011001 49900	TRANSFER IN - DEBT	-5,828,590	-5,828,590	-1,589,183.32	.00	.00	-4,239,406.68	27.3%

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801	COFA DEBT SERVICE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
8011001	49900 C1844 TRANSFER IN - D	-128,734	-128,734	-128,733.02	.00	.00	-.98	100.0%
8011001	49900 C1845 TRANSFER IN - D	-92,300	-92,300	-92,299.16	.00	.00	-.84	100.0%
8011001	49900 M1905 TRANSFER IN - D	-21,861	-21,861	-21,860.32	.00	.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	.00	.00	-5,721,587.04	26.0%
	TOTAL REVENUES	-7,736,985	-7,736,985	-2,015,397.96	.00	.00	-5,721,587.04	
850 RIVERPARK JPA FUND								
8501001	47100 INTEREST INC- INVEST	-24,272	-24,272	-9,553.14	-4,453.59	.00	-14,718.86	39.4%
	TOTAL RIVERPARK JPA FUND	-24,272	-24,272	-9,553.14	-4,453.59	.00	-14,718.86	39.4%
	TOTAL REVENUES	-24,272	-24,272	-9,553.14	-4,453.59	.00	-14,718.86	
	GRAND TOTAL	-928,360,499*****	-531,404,913.37	-86,022,758.42		490.00	-769,950,656.83	40.8%
** END OF REPORT - Generated by James Costello **								

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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	64,131,860.52	6,403,492.34	.00	24,535,314.98	72.3%
50100 SALARIES - TEMPORARY	1,780,409	1,823,690	1,371,889.82	140,970.61	.00	451,800.62	75.2%
50168 LEAVE BANK CASH OUT	2,058,789	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	4,418,630	6,366,944	8,258,530.94	909,731.52	.00	-1,891,586.94	129.7%
50210 OVERTIME-FLSA PUBLIC SAFETY	175,000	350,000	273,550.68	25,755.10	.00	76,449.32	78.2%
50220 STATION COVERAGE OT	5,702,460	5,702,460	2,862,176.10	22,292.00	.00	2,840,283.90	50.2%
50230 CALLBACK	1,060,000	1,060,000	736,657.52	68,344.80	.00	323,342.48	69.5%
50400 VAC SICK COMP BUYBACK	0	0	632,104.14	160,417.18	.00	-632,104.14	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	940,047.19	166,134.25	.00	-940,047.19	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	6,113,070.88	407,194.37	.00	4,261,943.39	58.9%
51005 CALPERS PENS CARMAN NORMAL CO	-2	-2	3,512,651.45	845,600.62	.00	-3,512,653.45	%
51010 CALPERS PENSION UAL	5,976,934	5,976,934	4,980,778.30	498,077.83	.00	996,155.70	83.3%
51020 CALPERS UAL - PUBLIC SAFETY	18,364,255	18,364,255	2,803,545.90	280,354.59	.00	15,560,709.10	15.3%
51030 RETIREMENT ENHANCEMENT PLAN	2,117,936	2,117,936	1,967,682.51	232,902.81	.00	150,253.49	92.9%
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	15,256,274.74	1,353,035.31	.00	7,087,184.05	68.3%
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	899,767.94	364,674.31	.00	1,188,980.06	43.1%
51210 RETIREE HEALTH INS PLAN	592,672	592,672	472,249.22	12,871.76	.00	120,422.78	79.7%
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	7,184,511.92	719,544.20	.00	1,450,018.08	83.2%
51400 AUTO ALLOWANCE	46,245	49,395	37,500.34	3,630.00	.00	11,894.66	75.9%
51410 UNIFORM ALLOWANCE	54,348	54,348	54,493.33	619.16	.00	-145.33	100.3%
52000 POSTAGE	60,088	64,752	54,447.36	6,202.43	1,204.26	9,100.38	85.9%
52100 CHEMICALS	140,873	140,873	82,671.17	2,309.26	48,057.16	10,144.67	92.8%
52110 REPAIR PARTS	0	0	437.50	.00	.00	-437.50	100.0%
52200 BROCHURES & PUBLICATIONS	65,757	64,111	34,615.40	4,802.00	3,340.00	26,155.60	59.2%
52300 UNIFORMS	342,793	465,293	278,663.02	40,967.78	131,617.99	55,011.99	88.2%
52310 TRAINING-WORKSHOP-MTGS	632,218	681,808	459,609.82	27,661.21	15,061.65	207,136.53	69.6%
52320 MILEAGE REIMBURSEMENTS	1,062	1,562	1,611.58	108.92	.00	-49.58	103.2%
52330 EDUCATION REIMBURSEMENT	24,614	38,114	29,296.12	3,073.50	.00	8,817.88	76.9%
52340 MEMBERSHIPS	330,959	335,501	349,577.43	1,435.81	400.69	-14,477.12	104.3%
52350 OTHER EXPENSE REIMB	81,776	71,776	113,316.19	52,040.37	.00	-41,540.19	157.9%
52400 MINOR EQUIPMENT	1,908,654	1,697,301	1,085,198.26	122,253.58	370,979.10	241,123.59	85.8%
52500 COMMUNITY ACTIVITIES EXP	199,137	219,366	144,320.00	.00	33,520.00	41,526.00	81.1%
52600 SUPPLIES CUSTODIAL	129,400	129,400	72,002.63	14,056.71	19,712.44	37,684.93	70.9%
52610 SUPPLIES SAFETY	426,217	687,657	128,595.65	28,136.89	87,371.46	471,690.36	31.4%
52620 SUPPLIES OTHER	289,442	339,442	228,179.27	33,538.80	119,974.08	-8,711.35	102.6%
52900 MISC SUPPLIES	444,950	457,763	311,175.47	41,123.54	184,611.11	-38,023.58	108.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53000 SOFTWARE EXPENSE	24,038	24,038	18,145.75	3,715.40	271.16	5,621.09	76.6%
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	43,317.75	5,929.66	16,718.05	54,545.20	52.4%
53020 INTERNAL PHOTOCOPING COSTS	89,550	92,641	83,544.86	20,900.56	397.30	8,698.84	90.6%
53110 SERVICES MEDICAL	31,957	51,957	44,918.40	1,162.00	161.60	6,877.00	86.8%
53200 PROF SERVICES - OTHER	17,501,917	21,019,312	10,613,864.81	1,260,911.37	5,500,920.13	4,904,526.57	76.7%
53210 SERVICES AUDIT	246,300	246,300	210,345.00	.00	27,225.00	8,730.00	96.5%
53220 SERVICES LEGAL SERVICES	824,142	1,268,363	700,784.59	90,388.27	312,846.43	254,731.87	79.9%
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	13,150.00	2,615.00	4,850.00	30,700.00	37.0%
53260 LEGAL ADVOCACY	82,416	82,416	61,812.00	6,868.00	20,604.00	.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	336,479.90	336,479.09	.00	-15,700.90	104.9%
53400 PROFESSIONAL SERVICES - HR	55,000	55,000	26,561.57	1,824.00	28,853.94	-415.51	100.8%
53410 BACKGROUND CHECKING	174,239	308,239	306,266.00	84,848.80	.00	1,973.00	99.4%
53500 BANK CHARGES	229,662	229,662	64,885.03	13,044.65	48,073.62	116,703.35	49.2%
53600 HOUSING ASSIST LOAN GRANT	0	800,000	.00	.00	.00	800,000.00	.0%
53710 PRIOR YEAR REFUNDS	0	369,084	.00	.00	.00	369,083.93	.0%
54010 UTILITY EXPENSE-ELECTRIC	2,962,525	2,732,525	1,531,267.62	-105,272.40	.00	1,201,257.38	56.0%
54020 UTILITY EXPENSE - GAS	66,625	66,625	42,729.78	6,493.98	.00	23,895.22	64.1%
54030 UTILITY EXPENSE- WASTEWATER	113,498	113,498	77,967.99	4,686.34	.00	35,530.01	68.7%
54040 UTILITY EXPENSE WATER	1,506,728	1,506,728	1,323,565.74	110,572.53	.00	183,162.26	87.8%
54050 UTIL EXP REFUSE AND DISPOSE	354,693	464,693	274,173.65	24,284.79	.00	190,519.35	59.0%
54070 INTERNET CHARGES	3,606	3,606	.00	.00	.00	3,606.00	.0%
54080 TELEPHONE CHGS	601,522	612,142	396,106.18	23,174.55	16,942.42	199,093.40	67.5%
55010 BUILDING MAINT & REPAIR	177,566	506,941	138,795.01	10,011.82	64,891.05	303,254.94	40.2%
55020 EQUIPMENT MAINTENANCE	56,857	120,333	48,465.07	2,441.43	48,858.49	23,009.44	80.9%
55030 VEHICLE MAINTENANCE	62,209	107,209	45,900.00	1,836.75	43,104.80	18,204.20	83.0%
56030 CAPEX - VEHICLES	120,000	635,325	.00	.00	237,867.88	397,457.00	37.4%
56040 CAPEX - MACHINERY/EQUIP	18,000	630,422	134,424.57	.00	239,494.37	256,503.35	59.3%
57000 RENTALS & LEASES	2,349,040	2,394,694	1,601,370.83	221,023.11	619,746.51	173,576.66	92.8%
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	.00	100,000.00	2,369,958.68	4.0%
57850 RESERVE APPROP. SAL ADJ	1,561,760	976,790	.00	.00	.00	976,790.00	.0%
59000 TRANSFERS OUT (LABOR)	0	2,078	.00	.00	.00	2,078.00	.0%
59200 IT & DATA PROCESSING CHGS	9,563,517	9,563,517	7,970,597.60	796,959.76	.00	1,592,919.40	83.3%
59300 LIABILITY INSURANCE CHGS	6,174,218	6,174,218	5,145,181.70	514,518.17	.00	1,029,036.30	83.3%
59400 TELEPHONE CHGS HIPC	770,782	770,782	642,318.30	64,231.83	.00	128,463.70	83.3%
59500 FLEET EQUIP MAINT ISF CHG	4,549,601	4,489,601	3,294,853.72	354,886.49	.00	1,194,747.28	73.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59700 FACILITY CHG MAINTENANCE	6,918,265	6,918,265	5,765,220.60	576,522.06	.00	1,153,044.40	83.3%
59800 TRANSFERS OUT - CIP	12,150,000	35,559,124	5,494,180.93	.00	.00	30,064,942.97	15.5%
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	.00	.00	2,860,604.89	29.2%
59910 TRANSFERS OUT - STORM WATER	1,727,179	1,515,139	1,214,865.85	.00	.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	.00	.00	82,755.31	74.9%
TOTAL GENERAL FUND	256,648,161	289,783,745	176,724,085.93	17,428,411.57	9,765,096.90	103,294,561.95	64.4%

104 HALF CENT SALES TAX - MEAS 0

50000 SALARIES - REGULAR	720,943	842,888	442,145.40	42,965.39	.00	400,742.60	52.5%
50100 SALARIES - TEMPORARY	281,539	347,573	243,861.39	35,743.19	.00	103,711.61	70.2%
50168 LEAVE BANK CASH OUT	15,091	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	2,109.24	94.32	.00	-2,109.24	100.0%
50400 VAC SICK COMP BUYBACK	0	0	3,899.41	1,106.31	.00	-3,899.41	100.0%
51000 CALPERS PENSION NORMAL COST	65,980	78,297	48,939.01	4,716.67	.00	29,357.99	62.5%
51010 CALPERS PENSION UAL	122,026	134,229	111,857.60	11,185.76	.00	22,371.40	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	27,729	44,470	31,465.87	4,509.06	.00	13,004.13	70.8%
51160 CITY PAID EMPLOYEE BENEFITS	243,539	297,165	164,258.68	13,374.16	.00	132,906.32	55.3%
51210 RETIREE HEALTH INS PLAN	0	0	478.17	144.76	.00	-478.17	100.0%
51300 WORKERS COMPENSATION	41,949	41,949	34,957.50	3,495.75	.00	6,991.50	83.3%
52000 POSTAGE	3,000	3,000	.00	.00	.00	3,000.00	.0%
52300 UNIFORMS	6,583	6,583	728.00	728.00	4,000.00	1,855.00	71.8%
52400 MINOR EQUIPMENT	342,512	410,890	291,664.31	31,550.56	181,085.56	-61,860.17	115.1%
52600 SUPPLIES CUSTODIAL	26,157	26,157	2,133.35	440.93	400.00	23,623.65	9.7%
52610 SUPPLIES SAFETY	4,500	4,500	1,561.87	.00	1,938.13	1,000.00	77.8%
52620 SUPPLIES OTHER	120,625	500	8,179.91	1,443.49	1,109.57	-8,789.48	1857.9%
52900 MISC SUPPLIES	4,900	4,900	6,632.48	1,055.09	2,734.21	-4,466.69	191.2%
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	440,523.58	56,451.58	207,839.56	353,997.40	64.7%
53210 SERVICES AUDIT	5,400	5,400	5,400.00	.00	.00	.00	100.0%
53300 CONTRACT ELECTIONS EXPNS	150,000	150,000	51,677.15	51,677.15	.00	98,322.85	34.5%
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	15,009.36	1,651.71	.00	-1,644.36	112.3%
54030 UTILITY EXPENSE- WASTEWATER	2,034	2,034	2,345.92	421.88	.00	-311.92	115.3%
54040 UTILITY EXPENSE WATER	82,029	82,029	131,191.80	13,156.16	.00	-49,162.80	159.9%
54050 UTIL EXP REFUSE AND DISPOSE	15,067	15,067	14,541.44	2,127.39	.00	525.56	96.5%
54080 TELEPHONE CHGS	2,500	2,500	4,622.06	430.29	.00	-2,122.06	184.9%
55010 BUILDING MAINT & REPAIR	0	4,022	.00	.00	.00	4,021.66	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
55020 EQUIPMENT MAINTENANCE	0	0	71.74	.00	.00	-71.74	100.0%
56040 CAPEX - MACHINERY/EQUIP	2,000	2,000	7,739.53	7,739.53	.00	-5,739.53	387.0%
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	93,033.40	9,303.34	.00	18,606.60	83.3%
59300 LIABILITY INSURANCE CHGS	75,403	79,570	66,308.30	6,630.83	.00	13,261.70	83.3%
59400 TELEPHONE CHGS HIPC	14,068	14,068	11,723.30	1,172.33	.00	2,344.70	83.3%
59500 FLEET EQUIP MAINT ISF CHG	37,991	37,991	44,417.98	3,791.98	.00	-6,426.98	116.9%
59600 INDIRECT PRORATED CST CHG	130,508	130,508	108,756.70	10,875.67	.00	21,751.30	83.3%
59800 TRANSFERS OUT - CIP	14,501,000	27,164,788	8,072,873.73	.00	.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	.00	.00	1,485,252.50	22.2%
59940 TRANSFERS OUT - MEASURE O	1,514,671	1,514,671	1,101,052.50	110,105.25	.00	413,618.50	72.7%
TOTAL HALF CENT SALES TAX - MEAS	22,968,480	37,019,698	14,162,333.31	428,088.53	441,303.68	22,416,061.23	39.4%

105 STREET MAINTENANCE (IUF) FUND

59800 TRANSFERS OUT - CIP	619,000	634,823	401,567.57	.00	.00	233,255.30	63.3%
TOTAL STREET MAINTENANCE (IUF) FU	619,000	634,823	401,567.57	.00	.00	233,255.30	63.3%

114 STORM WATER MANAGEMENT FUND

50000 SALARIES - REGULAR	399,677	399,677	269,364.88	15,971.98	.00	130,312.12	67.4%
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	1,826.40	365.67	.00	-1,826.40	100.0%
51000 CALPERS PENSION NORMAL COST	40,367	40,367	26,280.51	1,613.15	.00	14,086.49	65.1%
51010 CALPERS PENSION UAL	62,232	62,232	51,860.00	5,186.00	.00	10,372.00	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	9,068	9,068	5,590.19	289.27	.00	3,477.81	61.6%
51160 CITY PAID EMPLOYEE BENEFITS	108,382	117,614	60,606.79	1,486.59	.00	57,007.21	51.5%
51210 RETIREE HEALTH INS PLAN	0	0	172.82	30.69	.00	-172.82	100.0%
51300 WORKERS COMPENSATION	29,339	29,339	24,449.20	2,444.92	.00	4,889.80	83.3%
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	.00	.00	2,533.50	15.6%
52400 MINOR EQUIPMENT	35,500	19,300	.00	.00	18,807.48	492.52	97.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200 PROF SERVICES - OTHER	674,500	674,500	358,500.57	41,704.02	210,089.18	105,910.25	84.3%
54010 UTILITY EXPENSE-ELECTRIC	2,500	2,500	2,388.80	210.59	.00	111.20	95.6%
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%
56040 CAPEX - MACHINERY/EQUIP	0	16,200	.00	.00	16,200.00	.00	100.0%
57000 RENTALS & LEASES	110,000	110,000	13,858.71	2,369.18	43,441.29	52,700.00	52.1%
57110 TAXES AND FILING FEES	60,000	60,000	55,461.61	.00	.00	4,538.39	92.4%
59200 IT & DATA PROCESSING CHGS	56,936	56,936	47,446.70	4,744.67	.00	9,489.30	83.3%
59300 LIABILITY INSURANCE CHGS	59,188	59,188	49,323.30	4,932.33	.00	9,864.70	83.3%
59500 FLEET EQUIP MAINT ISF CHG	1,124	1,124	2,124.84	19.75	.00	-1,000.84	189.0%
59600 INDIRECT PRORATED CST CHG	45,543	45,543	37,952.50	3,795.25	.00	7,590.50	83.3%
TOTAL STORM WATER MANAGEMENT FUND	2,069,088	2,069,088	1,277,866.90	85,164.06	288,537.95	502,683.15	75.7%
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	9,255,044.20	925,504.42	.00	1,851,008.80	83.3%
53310 COUNTY PROP TAX ADMIN CHG	106,789	106,789	150,300.40	150,300.24	.00	-43,511.40	140.7%
TOTAL PUBLIC SAFETY RETIREMENT FU	18,946,120	18,946,120	12,873,304.22	1,075,804.66	.00	6,072,815.78	67.9%
120 MAINT ASSMNT DIST							
50000 SALARIES - REGULAR	1,377,366	1,377,366	784,511.42	76,788.43	.00	592,854.58	57.0%
50100 SALARIES - TEMPORARY	30,000	30,000	11,656.15	637.50	.00	18,343.85	38.9%
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	7,213.75	1,623.29	.00	-7,213.75	100.0%
51000 CALPERS PENSION NORMAL COST	139,114	139,114	73,937.05	6,427.18	.00	65,176.95	53.1%
51005 CALPERS PENS CARMAN NORMAL CO	0	0	4,489.93	720.60	.00	-4,489.93	100.0%
51010 CALPERS PENSION UAL	190,721	190,721	158,934.20	15,893.42	.00	31,786.80	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	2,891.47	646.29	.00	-2,891.47	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	342,386	374,203	219,461.23	17,509.79	.00	154,741.77	58.6%
51210 RETIREE HEALTH INS PLAN	0	0	1,329.81	276.26	.00	-1,329.81	100.0%
51300 WORKERS COMPENSATION	101,745	101,745	84,787.50	8,478.75	.00	16,957.50	83.3%
52000 POSTAGE	0	0	2.32	.00	.00	-2.32	100.0%
52200 BROCHURES & PUBLICATIONS	5,000	5,000	1,230.96	.00	4,969.04	-1,200.00	124.0%
52300 UNIFORMS	5,000	5,000	1,196.11	.00	6,303.89	-2,500.00	150.0%

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52310 TRAINING-WORKSHOP-MTGS	34,819	34,819	8,006.36	1,166.07	25,407.85	1,404.79	96.0%
52340 MEMBERSHIPS	0	0	4,272.72	60.00	.00	-4,272.72	100.0%
52400 MINOR EQUIPMENT	65,000	65,000	36,397.99	19,037.39	159,936.54	-131,334.53	302.1%
52600 SUPPLIES CUSTODIAL	59,000	59,000	22,861.16	231.03	25,138.84	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	37,752.81	3,390.10	84,689.43	18,557.76	86.8%
53200 PROF SERVICES - OTHER	5,974,233	6,021,335	2,999,498.31	461,260.58	1,578,609.48	1,443,227.21	76.0%
53310 COUNTY PROP TAX ADMIN CHG	24,055	24,055	25,462.57	13,073.67	.00	-1,407.57	105.9%
54010 UTILITY EXPENSE-ELECTRIC	236,607	239,607	113,798.09	13,717.61	.00	125,808.91	47.5%
54030 UTILITY EXPENSE- WASTEWATER	7,300	7,300	6,432.04	273.16	.00	867.96	88.1%
54040 UTILITY EXPENSE WATER	911,365	911,365	800,709.37	33,264.97	.00	110,655.63	87.9%
54050 UTIL EXP REFUSE AND DISPOSE	21,000	21,000	16,098.13	1,611.57	.00	4,901.87	76.7%
54080 TELEPHONE CHGS	5,352	5,352	10,956.12	936.62	.00	-5,604.12	204.7%
56040 CAPEX - MACHINERY/EQUIP	50,000	50,000	37,418.13	.00	.00	12,581.87	74.8%
57000 RENTALS & LEASES	250,000	250,000	11,297.71	1,129.78	2,259.53	236,442.76	5.4%
59020 TRANSFERS OUT - INTRAFUND	3,609,415	3,255,897	1,454,967.66	1,118,098.78	.00	1,800,929.34	44.7%
59025 TRANSFERS OUT - INTERFUND	0	353,518	.00	.00	.00	353,518.00	.0%
59200 IT & DATA PROCESSING CHGS	174,493	174,493	145,410.80	14,541.08	.00	29,082.20	83.3%
59300 LIABILITY INSURANCE CHGS	205,064	205,064	170,886.70	17,088.67	.00	34,177.30	83.3%
59400 TELEPHONE CHGS HIPC	3,948	3,948	3,290.00	329.00	.00	658.00	83.3%
59500 FLEET EQUIP MAINT ISF CHG	63,705	63,705	43,011.35	6,298.32	.00	20,693.65	67.5%
59600 INDIRECT PRORATED CST CHG	227,581	227,581	189,650.70	18,965.07	.00	37,930.30	83.3%
59700 FACILITY CHG MAINTENANCE	26,650	26,650	22,208.30	2,220.83	.00	4,441.70	83.3%
59800 TRANSFERS OUT - CIP	0	1,567,107	39,385.26	.00	.00	1,527,722.21	2.5%
TOTAL MAINT ASSMNT DIST	14,692,062	16,309,271	7,692,577.34	1,855,695.81	1,887,562.30	6,729,131.83	58.7%

181 STATE GAS TAX FUND

50000 SALARIES - REGULAR	1,489,353	1,489,353	1,066,314.57	102,230.07	.00	423,038.43	71.6%
50100 SALARIES - TEMPORARY	0	0	29,047.68	5,661.58	.00	-29,047.68	100.0%
50168 LEAVE BANK CASH OUT	34,404	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	60,000	60,000	154,088.23	16,361.94	.00	-94,088.23	256.8%
50400 VAC SICK COMP BUYBACK	0	0	10,362.53	2,509.26	.00	-10,362.53	100.0%
51000 CALPERS PENSION NORMAL COST	150,425	150,425	104,137.44	10,203.84	.00	46,287.56	69.2%
51010 CALPERS PENSION UAL	266,925	266,925	222,437.50	22,243.75	.00	44,487.50	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	81,260	81,260	58,777.97	6,033.04	.00	22,482.03	72.3%
51160 CITY PAID EMPLOYEE BENEFITS	465,404	499,808	316,269.66	29,852.64	.00	183,538.34	63.3%
51210 RETIREE HEALTH INS PLAN	22,819	22,819	17,105.09	225.20	.00	5,713.91	75.0%
51300 WORKERS COMPENSATION	118,627	118,627	98,855.80	9,885.58	.00	19,771.20	83.3%
51400 AUTO ALLOWANCE	420	420	330.42	32.30	.00	89.58	78.7%
52000 POSTAGE	0	0	2.07	2.07	.00	-2.07	100.0%

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52300 UNIFORMS	0	0	1,000.00	1,000.00	.00	-1,000.00	100.0%
52310 TRAINING-WORKSHOP-MTGS	2,500	2,500	1,339.30	595.00	.00	1,160.70	53.6%
52400 MINOR EQUIPMENT	163,860	158,860	76,801.55	3,884.48	11,519.85	70,538.60	55.6%
52900 MISC SUPPLIES	1,473	1,473	1,023.00	.00	.00	450.00	69.5%
53020 INTERNAL PHOTOCOPING COSTS	1,200	1,200	623.25	150.86	.00	576.75	51.9%
53200 PROF SERVICES - OTHER	500,000	505,000	299,884.56	27,956.56	151,114.91	54,000.53	89.3%
54010 UTILITY EXPENSE-ELECTRIC	221,683	221,683	130,353.41	17,312.87	.00	91,329.59	58.8%
54080 TELEPHONE CHGS	10,000	10,000	12,291.31	1,094.67	.00	-2,291.31	122.9%
57000 RENTALS & LEASES	50,000	50,000	40,468.74	10,264.96	5,031.26	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	203,510.00	20,351.00	.00	40,702.00	83.3%
59300 LIABILITY INSURANCE CHGS	239,328	239,328	199,439.90	19,943.99	.00	39,888.10	83.3%
59400 TELEPHONE CHGS HIPC	9,982	9,982	8,318.30	831.83	.00	1,663.70	83.3%
59500 FLEET EQUIP MAINT ISF CHG	315,219	315,219	264,137.59	23,111.16	.00	51,081.41	83.8%
59600 INDIRECT PRORATED CST CHG	216,424	216,424	179,800.00	17,980.00	.00	36,624.00	83.1%
59700 FACILITY CHG MAINTENANCE	335,683	335,683	279,735.80	27,973.58	.00	55,947.20	83.3%
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	5,088,693.17	377,692.23	167,666.02	1,163,356.11	81.9%
182 TRAFFIC SAFETY FUND							
50000 SALARIES - REGULAR	245,748	245,748	136,999.80	16,544.88	.00	108,748.20	55.7%
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	1,641.67	422.14	.00	-1,641.67	100.0%
51000 CALPERS PENSION NORMAL COST	24,821	24,821	13,689.48	1,671.05	.00	11,131.52	55.2%
51010 CALPERS PENSION UAL	73,214	73,214	61,011.70	6,101.17	.00	12,202.30	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	20,626	20,626	7,920.12	1,103.49	.00	12,705.88	38.4%
51160 CITY PAID EMPLOYEE BENEFITS	90,011	95,688	45,029.83	4,871.76	.00	50,658.17	47.1%
51300 WORKERS COMPENSATION	27,303	27,303	22,752.50	2,275.25	.00	4,550.50	83.3%
53200 PROF SERVICES - OTHER	0	3,782	.00	.00	.00	3,782.00	.0%
59200 IT & DATA PROCESSING CHGS	66,984	66,984	55,820.00	5,582.00	.00	11,164.00	83.3%
59300 LIABILITY INSURANCE CHGS	16,046	16,046	13,371.70	1,337.17	.00	2,674.30	83.3%
59600 INDIRECT PRORATED CST CHG	44,653	44,653	37,210.90	3,721.09	.00	7,442.10	83.3%
59800 TRANSFERS OUT - CIP	0	85,380	615.07	.00	.00	84,765.04	.7%
TOTAL TRAFFIC SAFETY FUND	615,294	704,456	396,062.77	43,630.00	.00	308,393.34	56.2%
185 ROAD MAINT & REHAB ACT FUND							

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185	ROAD MAINT & REHAB ACT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	150,000	442,742	139,046.00	10,748.75	22,721.25	280,974.71	36.5%
59000	TRANSFERS OUT (LABOR)	500,000	2,833,277	276,479.13	.00	.00	2,556,798.07	9.8%
59800	TRANSFERS OUT - CIP	4,000,000	5,712,121	3,871,118.52	.00	.00	1,841,002.00	67.8%
	TOTAL ROAD MAINT & REHAB ACT FUND	4,650,000	8,988,140	4,286,643.65	10,748.75	22,721.25	4,678,774.78	47.9%
191 ASSET SEIZURE FUND - FED								
52310	TRAINING-WORKSHOP-MTGS	0	88,099	29,523.77	.00	.00	58,575.50	33.5%
52400	MINOR EQUIPMENT	0	58,545	18,732.91	16,422.75	.01	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	52,756.68	16,422.75	.01	151,302.53	25.9%
192 ASSET SEIZURE FUND - STATE								
52310	TRAINING-WORKSHOP-MTGS	0	18,486	2,266.34	2,317.46	.00	16,219.84	12.3%
52400	MINOR EQUIPMENT	0	67,501	14,799.28	.00	200.66	52,501.49	22.2%
53200	PROF SERVICES - OTHER	0	21,500	21,250.00	18,000.00	.00	250.00	98.8%
	TOTAL ASSET SEIZURE FUND - STATE	0	107,488	38,315.62	20,317.46	200.66	68,971.33	35.8%
200 FEDERAL GRANTS FUND								
50000	SALARIES - REGULAR	69,465	1,403,876	601,885.67	38,948.93	.00	801,990.61	42.9%
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	121,300.11	2,833.34	.00	90,279.75	57.3%
50210	OVERTIME-FLSA PUBLIC SAFETY	0	0	16,903.43	974.79	.00	-16,903.43	100.0%
50220	STATION COVERAGE OT	0	314,455	124,913.03	8,075.75	.00	189,542.42	39.7%
50400	VAC SICK COMP BUYBACK	0	0	4,592.14	872.77	.00	-4,592.14	100.0%
51000	CALPERS PENSION NORMAL COST	7,016	156,471	17,011.51	329.46	.00	139,459.17	10.9%
51005	CALPERS PENS CARMAN NORMAL CO	-1	-1	28,758.01	5,389.02	.00	-28,759.01	*****%
51010	CALPERS PENSION UAL	12,203	0	.00	.00	.00	.00	.0%
51030	RETIREMENT ENHANCEMENT PLAN	16,741	0	2,362.21	366.93	.00	-2,362.21	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	-59,307	422,761	170,253.17	8,558.81	.00	252,507.91	40.3%
51300	WORKERS COMPENSATION	49,016	74,174	43,864.56	4,084.67	.00	30,309.06	59.1%

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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	.00	13,300.00	15,776.42	77.3%
52400 MINOR EQUIPMENT	0	657,116	174,277.23	25,773.83	296,808.43	186,030.56	71.7%
52900 MISC SUPPLIES	0	19,000	16.38	.00	.00	18,983.62	.1%
53010 SERVICES PRINTING BINDING	0	0	791.88	229.03	.00	-791.88	100.0%
53200 PROF SERVICES - OTHER	145,050	734,829	1,047.15	.00	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	23,725.80	2,372.58	.00	33,721.20	41.3%
59800 TRANSFERS OUT - CIP	4,084,825	12,805,246	149,254.85	.00	.00	12,655,991.10	1.2%
TOTAL FEDERAL GRANTS FUND	4,378,425	17,472,672	1,526,821.22	98,809.91	333,274.28	15,612,576.62	10.6%
201 CDGB FUND							
50000 SALARIES - REGULAR	298,564	323,076	247,958.67	15,681.80	.00	75,117.81	76.7%
50100 SALARIES - TEMPORARY	124,101	123,364	77,721.65	1,547.00	.00	45,642.28	63.0%
50168 LEAVE BANK CASH OUT	6,896	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	2,397.59	267.50	.00	-2,397.59	100.0%
51000 CALPERS PENSION NORMAL COST	30,155	32,374	25,219.47	1,583.85	.00	7,154.03	77.9%
51030 RETIREMENT ENHANCEMENT PLAN	4,385	4,385	5,874.72	214.83	.00	-1,489.72	134.0%
51160 CITY PAID EMPLOYEE BENEFITS	61,023	75,713	65,298.76	3,801.10	.00	10,413.95	86.2%
51210 RETIREE HEALTH INS PLAN	0	0	897.24	156.81	.00	-897.24	100.0%
52000 POSTAGE	500	500	377.97	11.41	.00	122.03	75.6%
52310 TRAINING-WORKSHOP-MTGS	4,600	12,160	650.00	.00	.00	11,510.00	5.3%
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	2,314.02	230.59	213.76	4,770.22	34.6%
53020 INTERNAL PHOTOCOPING COSTS	2,250	2,250	212.31	52.75	.00	2,037.69	9.4%
53200 PROF SERVICES - OTHER	630,908	1,614,771	269,535.12	86,048.38	438,660.50	906,575.03	43.9%
53220 SERVICES LEGAL SERVICES	800	800	.00	.00	.00	800.00	.0%
53250 ADVERTISING	8,000	8,970	9,159.00	.00	1,130.00	-1,319.00	114.7%
53600 HOUSING ASSIST LOAN GRANT	1,014,387	2,026,146	119,000.00	92,000.00	857,361.23	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	1,365.92	51.79	.00	-765.92	227.7%
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	222,158	.00	.00	100,000.00	122,157.50	45.0%
59800 TRANSFERS OUT - CIP	0	1,593,847	26,804.65	.00	.00	1,567,042.22	1.7%
TOTAL CDGB FUND	2,313,917	6,941,875	855,988.90	201,647.81	1,397,365.49	4,688,520.90	32.5%

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202	HOME FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
202 HOME FUND								
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	100.31	1.38	.00	499.69	16.7%
52310	TRAINING-WORKSHOP-MTGS	2,100	2,100	2,590.21	2,307.62	.00	-490.21	123.3%
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	311,262.00	-78,241.45	131.8%
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	.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	17,063.88	2,309.00	361,213.92	4,696,188.03	7.5%
203 EMERGENCY SHELTER FUND								
50000	SALARIES - REGULAR	10,282	22,005	8,316.79	845.54	.00	13,688.21	37.8%
50168	LEAVE BANK CASH OUT	238	0	.00	.00	.00	.00	.0%
50400	VAC SICK COMP BUYBACK	0	0	77.69	19.54	.00	-77.69	100.0%
51000	CALPERS PENSION NORMAL COST	1,038	2,350	840.04	85.40	.00	1,509.96	35.7%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	33.64	8.46	.00	-33.64	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	4,033	6,827	1,779.80	158.04	.00	5,047.20	26.1%
51210	RETIREE HEALTH INS PLAN	0	0	33.64	8.46	.00	-33.64	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	.00	93,266.72	19,586.00	86.6%
TOTAL EMERGENCY SHELTER FUND		207,883	322,565	57,800.78	1,125.44	116,737.72	148,026.40	54.1%
204 ARPA								

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204	ARPA	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50100	SALARIES - TEMPORARY	0	19,636	.00	.00	.00	19,635.71	.0%
52400	MINOR EQUIPMENT	0	44,573	19,457.96	26.18	23,739.84	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	8,698.61	121.69	16,039.19	.00	100.0%
52900	MISC SUPPLIES	0	14,242	8,590.54	366.55	4,780.89	870.21	93.9%
53200	PROF SERVICES - OTHER	0	1,737,282	831,414.01	54,410.40	1,010,531.72	-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	.00	.00	1,828,637.53	24.1%
TOTAL ARPA		0	12,701,352	9,681,891.29	54,924.82	1,271,545.84	1,747,914.99	86.2%

210 STATE & LOCAL GRANTS FUND

50000	SALARIES - REGULAR	1,955,935	2,809,828	1,427,879.95	158,163.01	.00	1,381,948.39	50.8%
50100	SALARIES - TEMPORARY	3,019,643	3,476,044	1,463,813.18	181,729.49	.00	2,012,230.78	42.1%
50168	LEAVE BANK CASH OUT	45,183	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	40,000	845,009	280,794.13	10,525.56	.00	564,214.81	33.2%
50220	STATION COVERAGE OT	0	0	192.31	.00	.00	-192.31	100.0%
50400	VAC SICK COMP BUYBACK	0	0	15,206.23	3,863.52	.00	-15,206.23	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	151,144.47	16,655.17	.00	74,499.88	67.0%
51010	CALPERS PENSION UAL	452,878	452,878	377,399.00	37,739.90	.00	75,479.00	83.3%
51030	RETIREMENT ENHANCEMENT PLAN	19,311	19,311	32,259.69	8,176.37	.00	-12,948.69	167.1%
51160	CITY PAID EMPLOYEE BENEFITS	685,042	796,325	562,552.66	51,167.98	.00	233,772.45	70.6%
51210	RETIREE HEALTH INS PLAN	0	0	1,441.68	360.82	.00	-1,441.68	100.0%
51300	WORKERS COMPENSATION	111,234	182,103	93,383.93	9,269.50	.00	88,719.36	51.3%
52300	UNIFORMS	20,000	72,935	17,756.78	3,332.14	21,820.73	33,357.49	54.3%
52310	TRAINING-WORKSHOP-MTGS	17,000	134,927	14,589.54	4,468.74	.00	120,337.94	10.8%
52320	MILEAGE REIMBURSEMENTS	0	6,424	2,365.89	413.92	.00	4,058.11	36.8%
52330	EDUCATION REIMBURSEMENT	10,000	0	.00	.00	.00	.00	.0%
52340	MEMBERSHIPS	0	901	715.00	.00	.00	186.00	79.4%
52400	MINOR EQUIPMENT	61,509	409,603	79,591.97	1,914.32	40,649.66	289,361.74	29.4%
52510	PUBLIC OUTREACH	0	3,327	.00	.00	.00	3,326.78	.0%
52610	SUPPLIES SAFETY	0	0	1,042.24	.00	4,045.26	-5,087.50	100.0%
52620	SUPPLIES OTHER	20,000	25,728	3,943.86	820.13	40,054.42	-18,270.29	171.0%
52900	MISC SUPPLIES	15,000	167,024	18,891.33	2,576.26	32,364.23	115,768.15	30.7%
53010	SERVICES PRINTING BINDING	0	5,467	.00	.00	.00	5,467.00	.0%
53020	INTERNAL PHOTOCOPING COSTS	5,000	5,000	3,171.17	678.85	.00	1,828.83	63.4%

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53200 PROF SERVICES - OTHER	31,500	6,294,237	3,040,726.26	276,199.11	865,846.66	2,387,663.80	62.1%
53210 SERVICES AUDIT	0	23,092	.00	.00	.00	23,092.00	.0%
53250 ADVERTISING	0	74,175	29,997.46	.00	10,005.00	34,172.54	53.9%
53600 HOUSING ASSIST LOAN GRANT	0	751,473	.00	.00	.00	751,473.00	.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	14,005	1,213.79	1,213.79	.00	12,791.01	8.7%
54080 TELEPHONE CHGS	33,600	33,600	19,298.58	1,784.70	.00	14,301.42	57.4%
56040 CAPEX - MACHINERY/EQUIP	0	23,087	10,451.18	10,451.18	548.82	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	110,146.90	11,014.69	.00	22,030.10	83.3%
59800 TRANSFERS OUT - CIP	98,049,899	139,280,628	5,446,455.56	.00	.00	133,834,172.78	3.9%
TOTAL STATE & LOCAL GRANTS FUND	104,926,078	157,409,719	13,239,791.32	792,519.15	1,015,334.78	143,154,592.64	9.1%

212 TRANSPORT DEV ACT (TDA) FUND

50000 SALARIES - REGULAR	40,914	40,914	20,041.95	1,639.20	.00	20,872.05	49.0%
50100 SALARIES - TEMPORARY	0	0	14,397.75	1,302.75	.00	-14,397.75	100.0%
50168 LEAVE BANK CASH OUT	945	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	179.83	40.52	.00	-179.83	100.0%
51000 CALPERS PENSION NORMAL COST	4,132	4,132	1,982.55	165.56	.00	2,149.45	48.0%
51010 CALPERS PENSION UAL	7,322	7,322	6,101.70	610.17	.00	1,220.30	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	647.12	65.25	.00	-647.12	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	7,697	8,642	3,687.48	202.81	.00	4,954.52	42.7%
51210 RETIREE HEALTH INS PLAN	0	0	65.60	16.40	.00	-65.60	100.0%
51300 WORKERS COMPENSATION	3,229	3,229	2,690.80	269.08	.00	538.20	83.3%
52610 SUPPLIES SAFETY	0	2,000	.00	.00	.00	2,000.00	.0%
52620 SUPPLIES OTHER	2,500	10,900	1,924.65	1,651.27	7,975.35	1,000.00	90.8%
53200 PROF SERVICES - OTHER	771,410	891,021	541,860.38	66,983.50	177,291.45	171,869.43	80.7%
53270 CONSTRUCTION SERVICES	0	11,889	4,992.00	.00	6,896.80	.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	50,000	48,600	45,403.38	3,899.80	.00	3,196.62	93.4%
54030 UTILITY EXPENSE- WASTEWATER	6,000	2,500	3,984.79	551.58	.00	-1,484.79	159.4%
54040 UTILITY EXPENSE WATER	10,000	10,000	12,425.86	1,084.46	.00	-2,425.86	124.3%
54050 UTIL EXP REFUSE AND DISPOSE	8,000	8,000	7,916.69	799.09	.00	83.31	99.0%
54080 TELEPHONE CHGS	3,800	3,800	3,892.61	793.38	.00	-92.61	102.4%
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	5,581.70	558.17	.00	1,116.30	83.3%
59300 LIABILITY INSURANCE CHGS	6,515	6,515	5,429.20	542.92	.00	1,085.80	83.3%
59400 TELEPHONE CHGS HIPC	7,104	7,104	5,920.00	592.00	.00	1,184.00	83.3%
59600 INDIRECT PRORATED CST CHG	63,149	63,149	52,624.20	5,262.42	.00	10,524.80	83.3%

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59800 TRANSFERS OUT - CIP	0	1,475,302	117,394.19	.00	.00	1,357,908.23	8.0%
TOTAL TRANSPORT DEV ACT (TDA) FUN	1,039,892	2,648,007	859,144.43	87,030.33	192,163.60	1,596,698.79	39.7%
220 STATE HOUSING (LHTFP) GRANT							
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	547,739.75	238,600.20	488,674.25	-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	1,048,059.96	238,600.20	873,769.25	-459,618.37	131.4%
301 CAPITAL OUTLAY FUND							
50000 SALARIES - REGULAR	0	419,862	11,573.81	.00	.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	34,016.37	2,460.95	.00	44,367.62	43.4%
52400 MINOR EQUIPMENT	0	606,792	339,626.77	349.07	77,729.38	189,435.68	68.8%
52600 SUPPLIES CUSTODIAL	0	13,136	6,263.24	.00	.00	6,873.08	47.7%
52900 MISC SUPPLIES	0	69,938	7,000.23	304.59	1,815.06	61,122.40	12.6%
53000 SOFTWARE EXPENSE	0	25,027	1,506.00	.00	.01	23,521.46	6.0%
53200 PROF SERVICES - OTHER	0	36,460,923	6,202,708.29	709,952.26	21,727,015.16	8,531,199.22	76.6%
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	146,440,080	17,535,496.46	260,118.66	89,901,994.05	39,002,589.66	73.4%
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	.00	197,990.75	5,859,882.75	4.3%
56020 CAPEX - IMPRV OTH. THN BLDGS	1,250,000	14,379,645	19,662.79	.00	1,859,452.16	12,500,530.01	13.1%
56030 CAPEX - VEHICLES	0	559,732	382,686.59	.00	.00	177,045.70	68.4%
56040 CAPEX - MACHINERY/EQUIP	5,566,000	15,065,985	1,230,662.51	19,468.59	2,364,360.81	11,470,962.02	23.9%
56050 CAPEX - INFRASTRUCTURE	125,148,724	23,260,113	260,762.00	.00	2,278,591.29	20,720,759.30	10.9%
57800 FOR CONTINGENCIES	0	9,469,340	.00	.00	.00	9,469,339.56	.0%

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59000 TRANSFERS OUT (LABOR)	0	4,592,522	949,085.49	.00	.00	3,643,436.23	20.7%
59300 LIABILITY INSURANCE CHGS	0	39,107	.00	.00	.00	39,107.00	.0%
TOTAL CAPITAL OUTLAY FUND	133,464,724	259,442,014	27,245,830.77	992,654.12	118,408,948.67	113,787,234.60	56.1%
311 PEG FEES FUND							
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	1,305,132	777,602.39	.00	.00	527,529.58	59.6%
60500 DEBT OFFSET	0	0	205,740.12	.00	.00	-205,740.12	100.0%
TOTAL 2022 LEASE PURCH EQUIP FUND	0	1,305,132	983,342.51	.00	.00	321,789.46	75.3%
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%

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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	38,103.66	3,500.79	137,727.47	-81,268.67	185.9%
52600 SUPPLIES CUSTODIAL	0	47,910	3,997.52	1,311.43	3,000.00	40,912.27	14.6%
52620 SUPPLIES OTHER	0	4,827	11,800.54	4,721.06	.00	-6,973.34	244.5%
52900 MISC SUPPLIES	0	100,702	6,792.80	1,434.01	.00	93,909.29	6.7%
53200 PROF SERVICES - OTHER	0	7,455,279	476,365.90	.00	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%
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	277,272.41	566,838.58	60.5%
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	.00	.00	16,184,487.59	1.7%
TOTAL LOST PUBLIC SECTOR REV FUND	0	29,462,571	1,409,225.43	10,967.29	449,250.93	27,604,094.56	6.3%
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	19,205.80	1,920.58	.00	3,841.20	83.3%
59800 TRANSFERS OUT - CIP	560,000	11,553,779	1,168,679.86	.00	.00	10,385,099.44	10.1%
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	14,858,104	1,290,843.12	1,920.58	.00	13,567,261.18	8.7%
351 QUIMBY FUND							
59800 TRANSFERS OUT - CIP	0	5,065,898	14,874.76	.00	.00	5,051,022.84	.3%
TOTAL QUIMBY FUND	0	5,065,898	14,874.76	.00	.00	5,051,022.84	.3%
360 OTH. DEVPT FEES FUND							
50000 SALARIES - REGULAR	658,669	658,669	520,423.69	56,543.30	.00	138,245.31	79.0%
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	10,108.43	1,516.60	.00	-5,108.43	202.2%

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50400 VAC SICK COMP BUYBACK	0	0	5,488.07	1,383.40	.00	-5,488.07	100.0%
51000 CALPERS PENSION NORMAL COST	79,593	79,593	49,329.76	2,907.49	.00	30,263.24	62.0%
51005 CALPERS PENS CARMAN NORMAL CO	-1	-1	46,889.24	11,831.84	.00	-46,890.24	*****%
51010 CALPERS PENSION UAL	10,373	10,373	8,644.10	864.41	.00	1,728.90	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	1,426	1,426	2,847.91	595.03	.00	-1,421.91	199.7%
51160 CITY PAID EMPLOYEE BENEFITS	125,260	140,475	94,846.45	8,875.80	.00	45,628.55	67.5%
51210 RETIREE HEALTH INS PLAN	0	0	749.41	187.77	.00	-749.41	100.0%
51300 WORKERS COMPENSATION	61,654	61,654	51,378.30	5,137.83	.00	10,275.70	83.3%
51410 UNIFORM ALLOWANCE	1,600	1,600	1,600.00	.00	.00	.00	100.0%
52000 POSTAGE	2,600	2,600	2,579.71	36.75	.00	20.29	99.2%
52200 BROCHURES & PUBLICATIONS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52300 UNIFORMS	3,000	3,000	711.76	201.48	4,088.24	-1,800.00	160.0%
52310 TRAINING-WORKSHOP-MTGS	15,000	15,000	9,394.02	4,274.98	.00	5,605.98	62.6%
52320 MILEAGE REIMBURSEMENTS	500	500	.00	.00	.00	500.00	.0%
52340 MEMBERSHIPS	500	500	150.00	50.00	.00	350.00	30.0%
52400 MINOR EQUIPMENT	22,350	32,350	1,663.44	.00	.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	2,915.09	79.41	7,595.47	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	98.57	74.86	4,504.34	-1,102.91	131.5%
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	31,267.33	8,069.45	49,933.27	213,313.84	27.6%
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	2,921.76	331.13	.00	7,607.24	27.7%
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	54,425.00	5,442.50	.00	10,885.00	83.3%
59300 LIABILITY INSURANCE CHGS	35,817	35,817	29,847.50	2,984.75	.00	5,969.50	83.3%
59400 TELEPHONE CHGS HIPC	2,272	2,272	1,893.30	189.33	.00	378.70	83.3%
59500 FLEET EQUIP MAINT ISF CHG	13,461	13,461	23,216.55	826.48	.00	-9,755.55	172.5%
59600 INDIRECT PRORATED CST CHG	46,188	46,188	38,291.60	3,829.16	.00	7,896.40	82.9%
59700 FACILITY CHG MAINTENANCE	17,435	17,435	14,529.20	1,452.92	.00	2,905.80	83.3%
59800 TRANSFERS OUT - CIP	0	2,647,343	1,688,344.42	.00	.00	958,998.54	63.8%
TOTAL OTH. DEVPT FEES FUND	1,600,745	4,676,605	2,725,424.86	117,686.67	215,141.81	1,736,038.68	62.9%
420 HOUSING SUC AGCY FUND							
50000 SALARIES - REGULAR	56,419	56,419	13,014.12	491.78	.00	43,404.88	23.1%
50168 LEAVE BANK CASH OUT	1,303	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50400 VAC SICK COMP BUYBACK	0	0	43.98	14.66	.00	-43.98	100.0%
51000 CALPERS PENSION NORMAL COST	5,698	5,698	1,310.10	49.66	.00	4,387.90	23.0%
51010 CALPERS PENSION UAL	4,881	4,881	4,067.50	406.75	.00	813.50	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	14.04	4.68	.00	-14.04	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	8,129	9,432	2,683.88	175.54	.00	6,748.12	28.5%
51300 WORKERS COMPENSATION	2,774	2,774	2,311.70	231.17	.00	462.30	83.3%
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%
53020 INTERNAL PHOTOCOPYING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	57,675	236,192	33,713.08	19,977.50	30,761.50	171,716.98	27.3%
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	2,492.50	249.25	.00	498.50	83.3%
TOTAL HOUSING SUC AGCY FUND	198,670	1,902,187	1,184,650.90	21,600.99	405,761.50	311,774.16	83.6%
429 CDC SUCCESSOR AGENCY FUND							
50000 SALARIES - REGULAR	0	48,000	.00	16,063.30	.00	48,000.00	.0%
52900 MISC SUPPLIES	0	23,000	.00	.00	.00	23,000.00	.0%
53200 PROF SERVICES - OTHER	0	12,000	18,231.94	368.88	21,835.63	-28,067.57	333.9%
53210 SERVICES AUDIT	0	10,000	.00	.00	.00	10,000.00	.0%
53220 SERVICES LEGAL SERVICES	0	23,000	19,275.00	3,050.00	43,800.00	-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	1,417.27	166.15	.00	21,582.73	6.2%
54040 UTILITY EXPENSE WATER	0	23,000	2,644.56	300.37	.00	20,355.44	11.5%
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	1,670,900.00	303,800.00	.00	151,900.00	91.7%
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	4,599,245.22	323,748.70	65,635.63	2,967,250.15	61.1%

481 DOWNTOWN IMPROVEMENT DISTRICT

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481	DOWNTOWN IMPROVEMENT DISTRICT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	0	76,428	.00	.00	.00	76,427.87	.0%
59600	INDIRECT PRORATED CST CHG	8,802	8,802	7,335.00	733.50	.00	1,467.00	83.3%
59800	TRANSFERS OUT - CIP	0	48,934	.00	.00	.00	48,934.00	.0%
	TOTAL DOWNTOWN IMPROVEMENT DISTRI	8,802	134,164	7,335.00	733.50	.00	126,828.87	5.5%
500 BOND ASSESSMENT DISTRICTS								
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	61,701.67	13,400.00	9,506.33	18,292.00	79.6%
53210	SERVICES AUDIT	500	500	.00	.00	.00	500.00	.0%
53310	COUNTY PROP TAX ADMIN CHG	11,145	11,145	10,412.44	4,926.82	.00	732.56	93.4%
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	19,021.00	19,021.00	.00	20,579.00	48.0%
59600	INDIRECT PRORATED CST CHG	18,892	18,892	15,743.30	1,574.33	.00	3,148.70	83.3%
	TOTAL BOND ASSESSMENT DISTRICTS	4,238,079	4,254,579	4,196,086.84	38,922.15	9,506.33	48,985.83	98.8%
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	.00	.00	.00	100.0%
53200	PROF SERVICES - OTHER	0	7,137,036	193,860.22	16,014.75	172,280.77	6,770,895.40	5.1%
	TOTAL DEVELOPER/OTHER DEPOSITS FU	0	7,167,643	202,979.18	16,014.75	172,280.77	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	2,504,252.54	119,424.00	.00	696,851.46	78.2%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	33,068.80	1,731.63	.00	-33,068.80	100.0%
	TOTAL PAYROLL CLEARING FUND	3,201,104	3,201,104	2,537,404.73	121,155.63	.00	663,699.27	79.3%
545 HOUSING AUTHORITY PAYROLL FUND								

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545	HOUSING AUTHORITY PAYROLL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	3,791,914	3,791,914	2,651,005.69	251,558.20	.00	1,140,908.31	69.9%
50100	SALARIES - TEMPORARY	0	0	39,073.23	828.00	.00	-39,073.23	100.0%
50168	LEAVE BANK CASH OUT	87,594	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	0	0	55,329.89	4,808.90	.00	-55,329.89	100.0%
50400	VAC SICK COMP BUYBACK	0	0	26,254.12	6,608.08	.00	-26,254.12	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	265,955.30	25,145.34	.00	117,027.70	69.4%
51010	CALPERS PENSION UAL	578,386	578,386	.00	.00	.00	578,386.00	.0%
51030	RETIREMENT ENHANCEMENT PLAN	341,439	341,439	238,126.53	23,605.42	.00	103,312.47	69.7%
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	792,923.39	66,592.70	.00	377,237.61	67.8%
51210	RETIREE HEALTH INS PLAN	40,088	40,088	31,736.61	791.96	.00	8,351.39	79.2%
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	4,105,301.87	379,938.60	.00	2,205,705.13	65.0%
561 OXNARD DOWNTOWN MGT DIST FUND								
53310	COUNTY PROP TAX ADMIN CHG	0	0	974.26	473.07	.00	-974.26	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	200,474.26	473.07	.00	-200,474.26	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	2,241.50	500.00	.00	219,926.13	1.0%
52400	MINOR EQUIPMENT	0	108,992	.00	.00	.00	108,992.26	.0%
52620	SUPPLIES OTHER	0	120,282	12,339.24	92.86	12,208.67	95,733.65	20.4%
52900	MISC SUPPLIES	0	3,000	9,229.33	3,986.38	21,013.62	-27,242.95	1008.1%
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	61,975.90	4,579.24	33,222.29	2,783,567.06	3.3%
601 WATER OPERATING FUND								

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601	WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	6,332,445	6,332,445	4,440,024.38	439,551.06	.00	1,892,420.62	70.1%
50100	SALARIES - TEMPORARY	95,000	95,000	53,825.19	.00	.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	524,345.65	59,535.01	.00	7,654.35	98.6%
50400	VAC SICK COMP BUYBACK	0	0	44,525.31	10,826.06	.00	-44,525.31	100.0%
51000	CALPERS PENSION NORMAL COST	639,575	639,575	439,832.10	43,658.14	.00	199,742.90	68.8%
51010	CALPERS PENSION UAL	933,594	933,594	777,995.10	77,799.51	.00	155,598.90	83.3%
51030	RETIREMENT ENHANCEMENT PLAN	296,916	296,916	246,503.91	27,521.84	.00	50,412.09	83.0%
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	1,228,119.80	111,511.89	.00	682,466.20	64.3%
51210	RETIREE HEALTH INS PLAN	33,920	33,920	29,786.35	1,371.41	.00	4,133.65	87.8%
51300	WORKERS COMPENSATION	366,748	366,748	305,623.30	30,562.33	.00	61,124.70	83.3%
51400	AUTO ALLOWANCE	1,050	1,050	825.91	80.78	.00	224.09	78.7%
51420	TOOL AND EQUIPMENT ALLOWANCE	1,025	1,025	.00	.00	.00	1,025.00	.0%
51425	TREATMENT CERTIFICAT PAY	0	0	9,312.52	900.00	.00	-9,312.52	100.0%
52000	POSTAGE	51,000	51,000	5,511.41	505.52	.00	45,488.59	10.8%
52100	CHEMICALS	700,000	700,000	273,874.88	22,780.52	354,210.42	71,914.70	89.7%
52110	REPAIR PARTS	450,000	350,000	265,591.37	.00	101,928.14	-17,519.51	105.0%
52200	BROCHURES & PUBLICATIONS	15,000	15,000	278.40	.00	520.60	14,201.00	5.3%
52300	UNIFORMS	55,000	55,000	19,301.69	2,464.84	9,817.73	25,880.58	52.9%
52310	TRAINING-WORKSHOP-MTGS	105,000	105,000	37,081.24	6,373.12	28,407.34	39,511.42	62.4%
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	113,300.00	4,750.00	.00	-113,300.00	100.0%
52400	MINOR EQUIPMENT	1,300,000	2,078,792	1,230,671.09	84,853.97	729,783.75	118,337.16	94.3%
52510	PUBLIC OUTREACH	175,000	175,000	28,483.08	5,425.00	33,789.00	112,727.92	35.6%
52610	SUPPLIES SAFETY	105,000	105,000	14,654.80	464.28	9,645.20	80,700.00	23.1%
52900	MISC SUPPLIES	77,000	77,000	97,263.64	11,320.49	94,299.10	-114,562.74	248.8%
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	.00	20,682.85	82,877.54	21.1%
53020	INTERNAL PHOTOCOPING COSTS	11,000	11,000	8,998.08	2,283.11	.00	2,001.92	81.8%
53200	PROF SERVICES - OTHER	3,744,500	3,813,168	2,562,673.90	157,303.72	1,024,447.48	226,046.62	94.1%
53210	SERVICES AUDIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
53220	SERVICES LEGAL SERVICES	950,000	1,150,000	603,068.52	55,573.12	217,949.97	328,981.51	71.4%
53250	ADVERTISING	20,000	20,000	9,790.00	.00	2,300.00	7,910.00	60.5%
53260	LEGAL ADVOCACY	22,000	22,000	18,054.00	2,006.00	6,026.00	-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	108,437.67	19,635.60	72,963.05	-31,400.72	120.9%
54010	UTILITY EXPENSE-ELECTRIC	1,200,000	1,200,000	930,083.19	69,077.62	.00	269,916.81	77.5%
54020	UTILITY EXPENSE - GAS	5,000	5,000	4,006.64	527.75	.00	993.36	80.1%
54030	UTILITY EXPENSE- WASTEWATER	794,500	794,500	306,234.48	8,809.11	.00	488,265.52	38.5%
54040	UTILITY EXPENSE WATER	78,750	78,750	48,387.49	3,602.08	.00	30,362.51	61.4%
54050	UTIL EXP REFUSE AND DISPOSE	19,000	19,000	8,058.17	784.97	.00	10,941.83	42.4%
54080	TELEPHONE CHGS	40,000	40,000	31,807.42	2,799.64	.00	8,192.58	79.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	19,819,279.68	2,142,849.47	.00	6,380,720.32	75.6%
54355 UTILITY RATE ASSIST CREDIT	80,500	80,500	84,875.00	15,975.00	.00	-4,375.00	105.4%
55010 BUILDING MAINT & REPAIR	225,000	225,000	.00	.00	.00	225,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	85,000	185,000	119,897.85	8,306.01	14,113.04	50,989.11	72.4%
57000 RENTALS & LEASES	515,000	515,000	498,459.10	42,310.19	115,201.79	-98,660.89	119.2%
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	.00	.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	1,263,642.50	126,364.25	.00	252,728.50	83.3%
59200 IT & DATA PROCESSING CHGS	854,157	854,157	711,797.60	71,179.76	.00	142,359.40	83.3%
59300 LIABILITY INSURANCE CHGS	407,913	407,913	339,927.50	33,992.75	.00	67,985.50	83.3%
59400 TELEPHONE CHGS HIPC	66,780	66,780	55,650.00	5,565.00	.00	11,130.00	83.3%
59500 FLEET EQUIP MAINT ISF CHG	418,308	418,308	321,786.78	45,621.10	.00	96,521.22	76.9%
59600 INDIRECT PRORATED CST CHG	2,001,396	2,001,396	1,667,829.90	166,782.99	.00	333,566.10	83.3%
59700 FACILITY CHG MAINTENANCE	234,069	234,069	195,057.50	19,505.75	.00	39,011.50	83.3%
59800 TRANSFERS OUT - CIP	5,150,000	16,232,423	7,128,154.95	.00	.00	9,104,267.66	43.9%
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	86,005,640	51,022,973.84	3,943,110.76	2,848,585.46	32,134,080.31	62.6%

602 WATER CIP FUND

53200 PROF SERVICES - OTHER	0	9,428,209	1,766,389.80	124,151.26	2,121,745.86	5,540,072.92	41.2%
53270 CONSTRUCTION SERVICES	0	13,661,260	6,387,194.14	197,290.00	2,006,281.16	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	8,343,909.54	321,441.26	4,132,965.77	32,190,474.02	27.9%

603 WATER DEVLPMT IMPACT FEES FUND

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603	WATER DEVL	PMT IMPACT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59600	INDIRECT PRORATED CST CHG		11,342	11,342	9,451.70	945.17	.00	1,890.30	83.3%
59800	TRANSFERS OUT - CIP		4,500,000	20,016,593	259,518.55	.00	.00	19,757,074.72	1.3%
	TOTAL WATER DEVL	PMT IMPACT FEES F	4,511,342	20,027,935	268,970.25	945.17	.00	19,758,965.02	1.3%
605 WATER CAP FACILITY FUND									
53700	DEVELOPER REIMBURSEMENTS		350,000	350,000	.00	.00	.00	350,000.00	.0%
59600	INDIRECT PRORATED CST CHG		1,622	1,622	1,351.70	135.17	.00	270.30	83.3%
59800	TRANSFERS OUT - CIP		0	400,000	.00	.00	.00	400,000.00	.0%
	TOTAL WATER CAP FACILITY FUND		351,622	751,622	1,351.70	135.17	.00	750,270.30	.2%
606 WATER RESOURCE FEE FUND									
59600	INDIRECT PRORATED CST CHG		1,048	1,048	873.30	87.33	.00	174.70	83.3%
59800	TRANSFERS OUT - CIP		250,000	131	.00	.00	.00	131.00	.0%
	TOTAL WATER RESOURCE FEE FUND		251,048	1,179	873.30	87.33	.00	305.70	74.1%
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	298,214.69	31,584.88	.00	99,773.31	74.9%
50168	LEAVE BANK CASH OUT		9,194	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES		8,000	8,000	2,170.92	426.12	.00	5,829.08	27.1%
50400	VAC SICK COMP BUYBACK		0	0	3,411.84	854.82	.00	-3,411.84	100.0%
51000	CALPERS PENSION NORMAL COST		40,197	40,197	29,609.87	3,195.91	.00	10,587.13	73.7%
51010	CALPERS PENSION UAL		61,012	61,012	50,843.30	5,084.33	.00	10,168.70	83.3%
51030	RETIREMENT ENHANCEMENT PLAN		61,179	61,179	48,658.27	4,986.88	.00	12,520.73	79.5%
51160	CITY PAID EMPLOYEE BENEFITS		117,028	126,222	79,330.05	7,658.48	.00	46,891.95	62.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51300 WORKERS COMPENSATION	25,501	25,501	21,250.80	2,125.08	.00	4,250.20	83.3%
52000 POSTAGE	25,000	25,000	.00	.00	.00	25,000.00	.0%
52400 MINOR EQUIPMENT	147,000	147,000	148,226.56	10,706.82	83,953.29	-85,179.85	157.9%
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	114,168.54	10,154.20	56,398.73	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	46,516.70	4,651.67	.00	9,303.30	83.3%
59300 LIABILITY INSURANCE CHGS	28,361	28,361	23,634.20	2,363.42	.00	4,726.80	83.3%
59400 TELEPHONE CHGS HIPC	1,135	1,135	945.80	94.58	.00	189.20	83.3%
59600 INDIRECT PRORATED CST CHG	85,567	85,567	71,305.80	7,130.58	.00	14,261.20	83.3%
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	994,208.80	91,017.77	146,990.40	1,288,268.89	47.0%
609 WATER BOND 2021A REV BOND FUND							
59800 TRANSFERS OUT - CIP	0	2,906,798	451,229.57	.00	.00	2,455,568.74	15.5%
TOTAL WATER BOND 2021A REV BOND F	0	2,906,798	451,229.57	.00	.00	2,455,568.74	15.5%
611 WASTEWATER OPERATING FUND							
50000 SALARIES - REGULAR	7,604,236	7,604,236	5,347,513.17	519,630.83	.00	2,256,722.83	70.3%
50100 SALARIES - TEMPORARY	180,000	180,000	123,807.99	15,488.71	.00	56,192.01	68.8%
50168 LEAVE BANK CASH OUT	175,657	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	430,000	430,000	392,191.09	29,279.47	.00	37,808.91	91.2%
50400 VAC SICK COMP BUYBACK	0	0	55,287.14	13,221.63	.00	-55,287.14	100.0%
51000 CALPERS PENSION NORMAL COST	768,028	768,028	527,091.64	51,726.79	.00	240,936.36	68.6%
51010 CALPERS PENSION UAL	1,078,922	1,078,922	899,101.70	89,910.17	.00	179,820.30	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	428,882	428,882	355,660.85	36,345.05	.00	73,221.15	82.9%
51160 CITY PAID EMPLOYEE BENEFITS	1,988,007	2,163,664	1,444,951.09	127,239.85	.00	718,712.91	66.8%
51210 RETIREE HEALTH INS PLAN	56,738	56,738	48,081.85	1,842.09	.00	8,656.15	84.7%
51300 WORKERS COMPENSATION	431,371	431,371	359,475.90	35,947.59	.00	71,895.10	83.3%
51400 AUTO ALLOWANCE	1,050	1,050	825.91	80.78	.00	224.09	78.7%
51425 TREATMENT CERTIFICAT PAY	0	0	4,423.72	450.00	.00	-4,423.72	100.0%
52000 POSTAGE	6,000	6,000	2,035.12	137.63	.00	3,964.88	33.9%
52100 CHEMICALS	1,800,000	1,800,000	1,723,944.37	196,741.86	429,045.36	-352,989.73	119.6%
52110 REPAIR PARTS	405,000	380,000	28,294.19	424.13	77,705.81	274,000.00	27.9%
52200 BROCHURES & PUBLICATIONS	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
52300 UNIFORMS	51,000	51,000	21,750.27	2,882.11	33,150.02	-3,900.29	107.6%
52310 TRAINING-WORKSHOP-MTGS	219,000	219,000	32,154.79	5,269.89	85,922.44	100,922.77	53.9%
52330 EDUCATION REIMBURSEMENT	15,000	15,000	2,876.00	.00	.00	12,124.00	19.2%
52340 MEMBERSHIPS	48,000	48,000	36,389.12	1,351.00	.00	11,610.88	75.8%
52400 MINOR EQUIPMENT	945,000	945,000	960,328.64	75,875.70	536,908.14	-552,236.78	158.4%
52610 SUPPLIES SAFETY	95,000	95,000	51,118.49	2,659.81	50,381.51	-6,500.00	106.8%
52900 MISC SUPPLIES	65,000	65,000	41,612.65	4,456.69	46,468.89	-23,081.54	135.5%
53000 SOFTWARE EXPENSE	62,500	62,500	102,246.39	42,344.58	31,526.43	-71,272.82	214.0%
53010 SERVICES PRINTING BINDING	20,000	20,000	1,456.19	781.14	6,043.81	12,500.00	37.5%
53020 INTERNAL PHOTOCOPING COSTS	4,000	4,000	4,166.44	979.57	.00	-166.44	104.2%
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	1,517,599.72	138,869.36	985,442.30	1,235,579.98	67.0%
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	8,658.00	962.00	2,894.00	-552.00	105.0%
53420 TEST MONITOR COMPLIANCE	490,000	490,000	298,335.57	18,639.40	141,891.15	49,773.28	89.8%
54010 UTILITY EXPENSE-ELECTRIC	1,470,000	1,470,000	1,162,048.16	126,475.75	.00	307,951.84	79.1%
54020 UTILITY EXPENSE - GAS	200,000	200,000	51,089.71	10,959.14	228,756.51	-79,846.22	139.9%
54030 UTILITY EXPENSE- WASTEWATER	15,000	15,000	8,073.23	954.23	.00	6,926.77	53.8%
54040 UTILITY EXPENSE WATER	100,000	100,000	137,406.01	14,083.27	.00	-37,406.01	137.4%
54050 UTIL EXP REFUSE AND DISPOSE	1,600,000	1,750,000	1,298,968.14	142,644.37	619,937.23	-168,905.37	109.7%
54080 TELEPHONE CHGS	65,000	65,000	52,738.95	4,870.49	.00	12,261.05	81.1%
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	71,876.14	5,605.48	70,811.17	-52,687.31	158.5%
56040 CAPEX - MACHINERY/EQUIP	2,030,000	2,040,000	619,181.51	7,319.75	1,162,213.50	258,604.99	87.3%
57000 RENTALS & LEASES	465,000	465,000	239,033.08	21,470.16	80,294.24	145,672.68	68.7%
57110 TAXES AND FILING FEES	288,000	313,000	286,768.20	991.00	.00	26,231.80	91.6%
57200 BAD DEBT EXPENSE	40,000	40,000	-752.30	.00	.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	505,456.70	50,545.67	.00	101,091.30	83.3%
59200 IT & DATA PROCESSING CHGS	987,121	987,121	822,600.90	82,260.09	.00	164,520.10	83.3%
59300 LIABILITY INSURANCE CHGS	422,025	422,025	351,687.40	35,168.74	.00	70,337.60	83.3%
59400 TELEPHONE CHGS HIPC	40,588	40,588	33,823.30	3,382.33	.00	6,764.70	83.3%
59500 FLEET EQUIP MAINT ISF CHG	37,913	37,913	32,779.87	2,037.74	.00	5,133.13	86.5%
59600 INDIRECT PRORATED CST CHG	1,526,304	1,526,304	1,271,920.10	127,192.01	.00	254,383.90	83.3%
59700 FACILITY CHG MAINTENANCE	27,881	27,881	23,234.20	2,323.42	.00	4,646.80	83.3%
59800 TRANSFERS OUT - CIP	8,340,000	40,777,683	1,703,421.53	.00	.00	39,074,261.15	4.2%
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	.00	.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	81,954,225	24,078,372.17	2,051,821.47	4,850,309.65	53,025,542.86	35.3%

612 WASTEWATER CIP FUND

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612	WASTEWATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	0	7,587,824	1,805,428.91	281,950.12	3,401,955.05	2,380,440.50	68.6%
53270	CONSTRUCTION SERVICES	0	53,139,211	10,708,182.89	1,774.72	20,220,996.71	22,210,031.46	58.2%
56020	CAPEX - IMPRV OTH. THN BLDGS	47,340,000	50,186,843	.00	.00	.00	50,186,843.00	.0%
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	.00	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	127,007,148	13,425,230.45	283,724.84	26,478,951.76	87,102,965.42	31.4%
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	7,807.50	780.75	.00	1,561.50	83.3%
	TOTAL WASTEWATER CONNECTION FEE F	1,109,369	1,229,849	7,807.50	780.75	.00	1,222,041.50	.6%
617 WASTEWATER BONDS/SRF LOANS								
59800	TRANSFERS OUT - CIP	48,000,000	83,185,792	9,234,411.84	.00	.00	73,951,380.31	11.1%
	TOTAL WASTEWATER BONDS/SRF LOANS	48,000,000	83,185,792	9,234,411.84	.00	.00	73,951,380.31	11.1%
631 SOLID WASTE OPERATING FUND								
50000	SALARIES - REGULAR	13,204,876	13,204,876	9,970,820.45	1,027,179.14	.00	3,234,055.55	75.5%
50100	SALARIES - TEMPORARY	56,461	56,461	200,082.09	19,266.79	.00	-143,621.09	354.4%
50168	LEAVE BANK CASH OUT	305,033	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	3,203,712	3,203,712	3,306,292.10	290,620.72	.00	-102,580.10	103.2%
50400	VAC SICK COMP BUYBACK	0	0	104,372.33	26,091.79	.00	-104,372.33	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	1,012,319.80	100,576.22	.00	321,372.20	75.9%
51010	CALPERS PENSION UAL	2,286,576	2,286,576	1,905,480.00	190,548.00	.00	381,096.00	83.3%
51030	RETIREMENT ENHANCEMENT PLAN	780,519	780,519	642,699.12	64,802.34	.00	137,819.88	82.3%
51040	EARLY RETIREMENT INCENTIVE	24,740	24,740	24,739.58	.00	.00	.42	100.0%

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51160 CITY PAID EMPLOYEE BENEFITS	4,296,393	4,601,426	3,370,022.67	305,383.47	.00	1,231,403.33	73.2%
51210 RETIREE HEALTH INS PLAN	57,356	57,356	47,563.10	1,685.80	.00	9,792.90	82.9%
51300 WORKERS COMPENSATION	506,271	506,271	421,892.50	42,189.25	.00	84,378.50	83.3%
51400 AUTO ALLOWANCE	1,050	1,050	825.91	80.78	.00	224.09	78.7%
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	993.25	94.81	.00	12,006.75	7.6%
52110 REPAIR PARTS	190,000	190,000	93,530.95	5,291.15	55,078.04	41,391.01	78.2%
52200 BROCHURES & PUBLICATIONS	495	495	300.00	.00	.00	195.00	60.6%
52300 UNIFORMS	200,000	200,000	109,620.85	14,034.02	36,942.46	53,436.69	73.3%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	12,968.03	.00	2,600.00	14,431.97	51.9%
52330 EDUCATION REIMBURSEMENT	6,500	6,500	.00	.00	.00	6,500.00	.0%
52340 MEMBERSHIPS	10,000	10,000	4,775.00	200.00	.00	5,225.00	47.8%
52400 MINOR EQUIPMENT	1,433,445	1,433,445	1,082,399.72	22,329.31	175,045.69	175,999.59	87.7%
52510 PUBLIC OUTREACH	7,000	7,000	2,497.93	792.00	2,505.43	1,996.64	71.5%
52610 SUPPLIES SAFETY	84,000	84,000	44,196.53	3,739.17	18,098.47	21,705.00	74.2%
52900 MISC SUPPLIES	37,000	37,000	16,780.52	1,360.68	8,123.49	12,095.99	67.3%
53020 INTERNAL PHOTOCOPING COSTS	6,691	6,691	7,585.63	1,434.67	.00	-894.63	113.4%
53200 PROF SERVICES - OTHER	2,146,812	2,121,812	946,842.73	89,952.08	784,579.85	390,389.42	81.6%
53250 ADVERTISING	89,500	89,500	37,092.22	13,825.68	22,125.00	30,282.78	66.2%
53260 LEGAL ADVOCACY	15,000	15,000	8,676.00	964.00	2,876.00	3,448.00	77.0%
53500 BANK CHARGES	37,180	37,180	30,220.79	5,223.71	1,779.21	5,180.00	86.1%
54010 UTILITY EXPENSE-ELECTRIC	160,000	160,000	114,104.39	8,980.43	.00	45,895.61	71.3%
54020 UTILITY EXPENSE - GAS	2,600	2,600	3,061.38	641.38	.00	-461.38	117.7%
54030 UTILITY EXPENSE- WASTEWATER	2,000	2,000	1,456.62	142.46	.00	543.38	72.8%
54040 UTILITY EXPENSE WATER	18,000	18,000	15,546.67	1,202.50	.00	2,453.33	86.4%
54050 UTIL EXP REFUSE AND DISPOSE	10,350,000	10,350,000	7,495,369.21	773,760.07	2,856,513.58	-1,882.79	100.0%
54080 TELEPHONE CHGS	55,000	55,000	44,305.69	3,791.99	.00	10,694.31	80.6%
54090 UNLEADED FUEL	245,000	270,000	128,112.44	9,622.76	121,887.56	20,000.00	92.6%
54200 RECYCLES BUY BACK	1,300,000	1,300,000	497,035.48	19,374.66	.00	802,964.52	38.2%
54300 GREENWASTE PROCESSING	1,600,000	1,600,000	689,420.10	63,821.79	310,579.90	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	896,190.58	125,549.69	403,809.42	200,000.00	86.7%
55010 BUILDING MAINT & REPAIR	150,000	150,000	23,611.63	.00	4,559.54	121,828.83	18.8%
55030 VEHICLE MAINTENANCE	250,000	250,000	140,080.80	14,788.15	83,956.20	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	214,360.31	540,639.69	28.4%
57000 RENTALS & LEASES	1,226,541	1,226,541	953,179.99	37,663.16	112,941.00	160,420.01	86.9%
57110 TAXES AND FILING FEES	75,000	75,000	46,572.60	5,138.20	.00	28,427.40	62.1%
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	1,024,234.00	1,024,234.00	.00	.00	100.0%
59100 CUSTOMER BILLING CHARGES	909,822	909,822	758,185.00	75,818.50	.00	151,637.00	83.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59200 IT & DATA PROCESSING CHGS	2,092,021	2,092,021	1,743,350.80	174,335.08	.00	348,670.20	83.3%
59300 LIABILITY INSURANCE CHGS	675,895	675,895	563,245.90	56,324.59	.00	112,649.10	83.3%
59400 TELEPHONE CHGS HIPC	39,547	39,547	32,955.80	3,295.58	.00	6,591.20	83.3%
59500 FLEET EQUIP MAINT ISF CHG	4,426,505	4,426,505	2,781,604.18	296,987.63	.00	1,644,900.82	62.8%
59600 INDIRECT PRORATED CST CHG	2,144,855	2,144,855	1,787,379.20	178,737.92	.00	357,475.80	83.3%
59700 FACILITY CHG MAINTENANCE	158,334	158,334	131,945.00	13,194.50	.00	26,389.00	83.3%
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	.00	.00	1,250,157.60	100.0%
TOTAL SOLID WASTE OPERATING FUND	62,049,714	67,306,175	43,373,892.29	5,115,070.62	5,218,361.15	18,713,921.32	72.2%
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	1,067,693.74	2,250,180.62	32.2%
56010 CAPEX - BUILDINGS	200,000	200,000	.00	.00	.00	200,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	708,708	.00	.00	519,396.00	189,311.95	73.3%
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	1,587,089.74	3,662,679.02	30.2%
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							

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641	PERFORMING ARTS CENTER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	31.23	.00	.00	-31.23	100.0%
54010	UTILITY EXPENSE-ELECTRIC	72,000	72,000	65,576.26	769.48	.00	6,423.74	91.1%
54020	UTILITY EXPENSE - GAS	0	0	3,988.16	604.28	.00	-3,988.16	100.0%
54030	UTILITY EXPENSE- WASTEWATER	4,588	4,588	1,868.50	23.77	.00	2,719.50	40.7%
54040	UTILITY EXPENSE WATER	10,493	10,493	8,790.24	623.95	.00	1,702.76	83.8%
54050	UTIL EXP REFUSE AND DISPOSE	21,336	21,336	29,716.47	3,152.13	.00	-8,380.47	139.3%
55010	BUILDING MAINT & REPAIR	120,857	120,857	65,581.48	1,358.27	43,731.84	11,543.68	90.4%
57110	TAXES AND FILING FEES	200	200	.00	.00	.00	200.00	.0%
59400	TELEPHONE CHGS HIPC	7,923	7,923	6,602.50	660.25	.00	1,320.50	83.3%
59600	INDIRECT PRORATED CST CHG	2,129	2,129	1,774.20	177.42	.00	354.80	83.3%
TOTAL PERFORMING ARTS CENTER FUND		239,526	239,526	184,085.79	7,369.55	43,731.84	11,708.37	95.1%

651 GOLF COURSE OPERATING FUND

50000	SALARIES - REGULAR	26,214	26,214	21,110.21	2,089.11	.00	5,103.79	80.5%
50168	LEAVE BANK CASH OUT	606	0	.00	.00	.00	.00	.0%
50400	VAC SICK COMP BUYBACK	0	0	212.55	53.20	.00	-212.55	100.0%
51000	CALPERS PENSION NORMAL COST	2,648	2,648	2,117.63	211.00	.00	530.37	80.0%
51010	CALPERS PENSION UAL	1,831	1,831	1,525.80	152.58	.00	305.20	83.3%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	83.49	20.90	.00	-83.49	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	4,526	5,132	3,813.78	318.68	.00	1,318.22	74.3%
51210	RETIREE HEALTH INS PLAN	0	0	83.49	20.90	.00	-83.49	100.0%
51300	WORKERS COMPENSATION	1,455	1,455	1,212.50	121.25	.00	242.50	83.3%
52400	MINOR EQUIPMENT	347,800	347,800	276,167.62	71,066.11	.00	71,632.38	79.4%
53020	INTERNAL PHOTOCOPING COSTS	0	0	709.45	172.91	.00	-709.45	100.0%
53200	PROF SERVICES - OTHER	4,067,821	4,750,687	3,178,237.19	847,743.45	26,986.49	1,545,463.32	67.5%
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	233,018.56	57,076.82	.00	981.44	99.6%
54040	UTILITY EXPENSE WATER	430,000	430,000	190,510.51	29,129.66	.00	239,489.49	44.3%
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	11,523.27	3,007.01	.00	1,370.73	89.4%
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	58,492.63	32,457.66	.00	67,507.37	46.4%

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59200 IT & DATA PROCESSING CHGS	1,675	1,675	1,395.80	139.58	.00	279.20	83.3%
59300 LIABILITY INSURANCE CHGS	1,503	1,503	1,252.50	125.25	.00	250.50	83.3%
59400 TELEPHONE CHGS HIPC	11,838	11,838	9,865.00	986.50	.00	1,973.00	83.3%
59600 INDIRECT PRORATED CST CHG	144,965	144,965	120,804.10	12,080.41	.00	24,160.90	83.3%
59800 TRANSFERS OUT - CIP	1,350,000	1,889,627	33,146.74	.00	.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	4,297,504.60	1,056,972.98	26,986.49	4,103,014.03	51.3%
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	137,177.45	13,857.87	.00	37,505.55	78.5%
50168 LEAVE BANK CASH OUT	4,035	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	1,256.28	314.92	.00	-1,256.28	100.0%
51000 CALPERS PENSION NORMAL COST	17,643	17,643	13,729.23	1,371.12	.00	3,913.77	77.8%
51010 CALPERS PENSION UAL	18,914	18,914	15,761.70	1,576.17	.00	3,152.30	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	20,977	20,977	17,152.51	1,779.99	.00	3,824.49	81.8%
51160 CITY PAID EMPLOYEE BENEFITS	36,641	40,676	29,743.42	2,586.90	.00	10,932.58	73.1%
51210 RETIREE HEALTH INS PLAN	0	0	310.31	77.60	.00	-310.31	100.0%
51300 WORKERS COMPENSATION	7,023	7,023	5,852.50	585.25	.00	1,170.50	83.3%
51400 AUTO ALLOWANCE	210	210	157.09	16.16	.00	52.91	74.8%
52000 POSTAGE	33	33	.00	.00	.00	33.00	.0%
52200 BROCHURES & PUBLICATIONS	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	209,483.32	17,756.84	60,372.84	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%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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%
58400 LIABILITY CLAIMS EXPENSE	2,896,962	5,824,574	4,380,572.65	343,590.17	.00	1,444,001.35	75.2%
58500 WORKERS COMP CLAIMS	4,324	4,324	.00	.00	.00	4,324.00	.0%
59200 IT & DATA PROCESSING CHGS	17,304	17,304	14,420.00	1,442.00	.00	2,884.00	83.3%
59300 LIABILITY INSURANCE CHGS	12,124	12,124	10,103.30	1,010.33	.00	2,020.70	83.3%
59400 TELEPHONE CHGS HIPC	1,136	1,136	946.70	94.67	.00	189.30	83.3%
59600 INDIRECT PRORATED CST CHG	155,073	155,073	129,227.50	12,922.75	.00	25,845.50	83.3%
TOTAL PUBLIC LIAB & PROP INSUR IS	9,311,395	10,911,395	9,849,735.96	398,982.74	62,887.84	998,771.20	90.8%
702 WORKERS COMP INSUR ISF							
50000 SALARIES - REGULAR	467,947	467,947	275,184.72	34,351.90	.00	192,762.28	58.8%
50168 LEAVE BANK CASH OUT	10,810	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	2,405.35	821.36	.00	-2,405.35	100.0%
51000 CALPERS PENSION NORMAL COST	47,263	47,263	27,362.85	3,469.52	.00	19,900.15	57.9%
51010 CALPERS PENSION UAL	48,199	48,199	40,165.80	4,016.58	.00	8,033.20	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	16,782	16,782	14,343.31	1,665.75	.00	2,438.69	85.5%
51160 CITY PAID EMPLOYEE BENEFITS	84,396	95,206	56,726.06	6,053.32	.00	38,479.94	59.6%
51210 RETIREE HEALTH INS PLAN	1,851	1,851	2,335.93	342.52	.00	-484.93	126.2%
51300 WORKERS COMPENSATION	17,400	17,400	14,500.00	1,450.00	.00	2,900.00	83.3%
51400 AUTO ALLOWANCE	210	210	165.16	16.16	.00	44.84	78.6%
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	208,715.89	22,779.15	142,931.89	-9,647.78	102.8%
54080 TELEPHONE CHGS	0	0	1,109.83	70.00	.00	-1,109.83	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	78,240.94	7,138.88	63,170.43	33,588.63	80.8%
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	4,034,813.97	725,429.18	25,407.50	3,773,659.53	51.8%
59200 IT & DATA PROCESSING CHGS	44,098	44,098	36,748.30	3,674.83	.00	7,349.70	83.3%
59300 LIABILITY INSURANCE CHGS	30,042	30,042	25,035.00	2,503.50	.00	5,007.00	83.3%
59400 TELEPHONE CHGS HIPC	757	757	630.80	63.08	.00	126.20	83.3%
59600 INDIRECT PRORATED CST CHG	148,150	148,150	123,458.30	12,345.83	.00	24,691.70	83.3%
TOTAL WORKERS COMP INSUR ISF	10,455,496	10,455,496	5,740,721.94	826,191.56	231,846.28	4,482,927.78	57.1%
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	644,670.86	71,188.42	.00	314,000.14	67.2%
50168	LEAVE BANK CASH OUT	22,146	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	0	0	10,838.59	22.42	.00	-10,838.59	100.0%
50400	VAC SICK COMP BUYBACK	0	0	6,861.93	1,814.17	.00	-6,861.93	100.0%
51000	CALPERS PENSION NORMAL COST	96,826	96,826	64,522.75	7,190.05	.00	32,303.25	66.6%
51010	CALPERS PENSION UAL	163,450	163,450	136,208.40	13,620.84	.00	27,241.60	83.3%
51030	RETIREMENT ENHANCEMENT PLAN	49,541	49,541	18,964.10	2,566.75	.00	30,576.90	38.3%
51160	CITY PAID EMPLOYEE BENEFITS	311,333	333,479	200,377.55	17,698.75	.00	133,101.45	60.1%
51210	RETIREE HEALTH INS PLAN	6,784	6,784	6,855.02	275.63	.00	-71.02	101.0%
51300	WORKERS COMPENSATION	40,729	40,729	33,940.80	3,394.08	.00	6,788.20	83.3%
51400	AUTO ALLOWANCE	2,625	2,625	.00	.00	.00	2,625.00	.0%
52000	POSTAGE	275,256	275,256	207,196.46	23,132.74	41,048.42	27,011.12	90.2%
52200	BROCHURES & PUBLICATIONS	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	3,518.73	528.96	3,253.47	-772.20	112.9%
53010	SERVICES PRINTING BINDING	74,258	74,258	49,094.56	5,448.98	14,706.26	10,457.18	85.9%
53020	INTERNAL PHOTOCOPYING COSTS	4,815	4,815	2,733.45	532.15	55.90	2,025.65	57.9%
53200	PROF SERVICES - OTHER	68,959	68,959	35,136.02	328.96	40,962.91	-7,139.93	110.4%
53500	BANK CHARGES	438,164	438,164	294,216.77	60,687.62	94,399.97	49,547.26	88.7%
54080	TELEPHONE CHGS	551	551	416.98	50.53	.00	134.02	75.7%
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	124,618.30	12,461.83	.00	24,923.70	83.3%
59300	LIABILITY INSURANCE CHGS	70,318	70,318	58,598.30	5,859.83	.00	11,719.70	83.3%
59400	TELEPHONE CHGS HIPC	24,358	24,358	20,298.30	2,029.83	.00	4,059.70	83.3%
59600	INDIRECT PRORATED CST CHG	139,822	139,822	116,518.40	11,651.84	.00	23,303.60	83.3%
59700	FACILITY CHG MAINTENANCE	56,809	56,809	47,340.80	4,734.08	.00	9,468.20	83.3%
TOTAL CUSTOMER BILLING OPS ISF		3,069,604	3,069,604	2,096,765.79	245,218.46	194,426.93	778,411.28	74.6%

731 INFORMATION TECHNOLOGY ISF

50000	SALARIES - REGULAR	4,943,950	4,943,950	2,671,639.42	276,869.04	.00	2,272,310.58	54.0%
50100	SALARIES - TEMPORARY	65,420	65,420	34,058.50	.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	83,648.77	8,409.00	.00	-28,982.77	153.0%
50400	VAC SICK COMP BUYBACK	0	0	27,091.49	6,720.89	.00	-27,091.49	100.0%
51000	CALPERS PENSION NORMAL COST	499,339	499,339	266,426.61	27,766.48	.00	232,912.39	53.4%
51010	CALPERS PENSION UAL	512,496	512,496	427,080.10	42,708.01	.00	85,415.90	83.3%
51030	RETIREMENT ENHANCEMENT PLAN	107,638	107,638	99,204.78	11,983.97	.00	8,433.22	92.2%

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FOR 2025 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51160 CITY PAID EMPLOYEE BENEFITS	1,104,425	1,218,630	593,704.00	51,812.57	.00	624,926.00	48.7%
51210 RETIREE HEALTH INS PLAN	13,568	13,568	16,243.67	1,938.60	.00	-2,675.67	119.7%
51300 WORKERS COMPENSATION	192,947	192,947	160,789.20	16,078.92	.00	32,157.80	83.3%
51400 AUTO ALLOWANCE	4,200	4,200	3,303.49	323.08	.00	896.51	78.7%
52000 POSTAGE	0	0	8.97	6.90	.00	-8.97	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	182,226.60	3,921.96	753,581.79	308,694.61	75.2%
52900 MISC SUPPLIES	227,000	227,000	27,994.42	4,731.78	12,525.33	186,480.25	17.9%
53000 SOFTWARE EXPENSE	0	0	67,631.80	564.38	7,538.73	-75,170.53	100.0%
53001 SOFTWARE SUBSCRIPTION	4,692,030	4,692,030	3,532,890.38	554,236.42	720,571.80	438,567.82	90.7%
53020 INTERNAL PHOTOCOPYING COSTS	18,746	18,746	1,905.61	451.93	.00	16,840.39	10.2%
53200 PROF SERVICES - OTHER	3,717,844	3,717,844	1,534,057.89	73,743.50	1,076,038.58	1,107,747.53	70.2%
53290 OUTSIDE SERVICES	0	0	196,439.10	84,336.23	758,523.15	-954,962.25	100.0%
54070 INTERNET CHARGES	123,540	123,540	106,060.15	9,431.10	43,200.00	-25,720.15	120.8%
54080 TELEPHONE CHGS	615,300	615,300	304,517.56	28,065.61	7,570.96	303,211.48	50.7%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	437,944.80	-437,944.80	100.0%
57000 RENTALS & LEASES	0	0	17,586.60	1,758.66	3,517.32	-21,103.92	100.0%
59300 LIABILITY INSURANCE CHGS	333,121	333,121	277,600.90	27,760.09	.00	55,520.10	83.3%
59500 FLEET EQUIP MAINT ISF CHG	2,472	2,472	3,499.89	696.42	.00	-1,027.89	141.6%
59600 INDIRECT PRORATED CST CHG	308,582	308,582	257,151.60	25,715.16	.00	51,430.40	83.3%
59700 FACILITY CHG MAINTENANCE	181,596	181,596	151,330.00	15,133.00	.00	30,266.00	83.3%
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	.00	.00	.80	100.0%
TOTAL INFORMATION TECHNOLOGY ISF	19,181,288	19,470,391	11,119,119.66	1,275,163.70	3,821,012.46	4,530,259.24	76.7%
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	1,886,652.83	190,651.01	.00	669,116.17	73.8%
50100 SALARIES - TEMPORARY	32,000	23,410	1,426.00	1,426.00	.00	21,984.00	6.1%

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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	57,098.09	3,105.71	.00	-2,098.09	103.8%
50400 VAC SICK COMP BUYBACK	0	0	20,004.35	5,045.40	.00	-20,004.35	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	7,425.47	1,448.87	.00	-7,425.47	100.0%
51000 CALPERS PENSION NORMAL COST	260,654	258,132	188,031.14	19,144.72	.00	70,100.86	72.8%
51010 CALPERS PENSION UAL	437,328	437,328	364,440.00	36,444.00	.00	72,888.00	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	282,580	282,580	224,137.67	22,671.70	.00	58,442.33	79.3%
51160 CITY PAID EMPLOYEE BENEFITS	797,374	848,063	580,095.56	52,821.52	.00	267,967.44	68.4%
51210 RETIREE HEALTH INS PLAN	22,203	22,203	18,051.31	611.78	.00	4,151.69	81.3%
51300 WORKERS COMPENSATION	201,497	201,497	167,914.20	16,791.42	.00	33,582.80	83.3%
51400 AUTO ALLOWANCE	210	210	165.13	16.16	.00	44.87	78.6%
52300 UNIFORMS	11,200	11,200	4,499.68	3,948.97	11,900.32	-5,200.00	146.4%
52310 TRAINING-WORKSHOP-MTGS	299	7,499	10,169.15	2,366.00	450.85	-3,121.00	141.6%
52340 MEMBERSHIPS	0	835	835.32	.00	.00	.00	100.0%
52400 MINOR EQUIPMENT	405,116	405,116	195,211.92	37,842.42	120,173.49	89,730.59	77.9%
52600 SUPPLIES CUSTODIAL	80,000	80,000	57,040.12	7,946.65	20,399.15	2,560.73	96.8%
52610 SUPPLIES SAFETY	5,800	5,800	2,032.13	237.01	2,367.87	1,400.00	75.9%
52900 MISC SUPPLIES	2,000	2,000	1,154.17	348.54	2,235.48	-1,389.65	169.5%
53020 INTERNAL PHOTOCOPING COSTS	750	750	3,908.19	971.83	.00	-3,158.19	521.1%
53200 PROF SERVICES - OTHER	1,189,000	1,107,768	623,023.31	124,257.79	339,551.94	145,192.56	86.9%
54010 UTILITY EXPENSE-ELECTRIC	770,487	848,685	637,788.74	43,339.43	.00	210,896.26	75.2%
54020 UTILITY EXPENSE - GAS	65,945	65,945	60,087.78	9,685.84	.00	5,857.22	91.1%
54030 UTILITY EXPENSE- WASTEWATER	11,851	21,851	13,933.03	1,194.07	.00	7,917.97	63.8%
54040 UTILITY EXPENSE WATER	31,190	61,649	42,536.38	3,977.77	.00	19,112.62	69.0%
54050 UTIL EXP REFUSE AND DISPOSE	87,000	87,000	58,306.00	6,098.90	.00	28,694.00	67.0%
54080 TELEPHONE CHGS	20,487	20,487	17,770.60	1,568.02	.00	2,716.40	86.7%
57000 RENTALS & LEASES	86,000	259,197	189,316.61	19,217.90	69,505.83	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	333,430.80	33,343.08	.00	66,686.20	83.3%
59300 LIABILITY INSURANCE CHGS	174,870	174,870	145,725.00	14,572.50	.00	29,145.00	83.3%
59400 TELEPHONE CHGS HIPC	25,233	25,233	21,027.50	2,102.75	.00	4,205.50	83.3%
59500 FLEET EQUIP MAINT ISF CHG	91,146	91,146	49,433.51	4,931.95	.00	41,712.49	54.2%
59600 INDIRECT PRORATED CST CHG	291,784	291,784	243,153.30	24,315.33	.00	48,630.70	83.3%
TOTAL FACILITIES MAINTENANCE ISF	8,465,467	8,659,124	6,231,797.99	692,445.04	566,584.93	1,860,741.08	78.5%
741 FLEET SERVICES ISF							
50000 SALARIES - REGULAR	1,194,675	1,194,675	965,585.41	95,325.22	.00	229,089.59	80.8%
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%
50200 OVERTIME WAGES	25,000	25,000	28,490.65	3,881.11	.00	-3,490.65	114.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50400 VAC SICK COMP BUYBACK	0	0	10,146.26	2,468.35	.00	-10,146.26	100.0%
51000 CALPERS PENSION NORMAL COST	120,662	120,662	96,183.68	9,491.79	.00	24,478.32	79.7%
51010 CALPERS PENSION UAL	179,983	179,983	149,985.80	14,998.58	.00	29,997.20	83.3%
51030 RETIREMENT ENHANCEMENT PLAN	105,307	105,307	79,783.40	9,274.27	.00	25,523.60	75.8%
51160 CITY PAID EMPLOYEE BENEFITS	293,564	321,161	241,056.69	21,435.67	.00	80,104.31	75.1%
51210 RETIREE HEALTH INS PLAN	20,969	20,969	15,894.86	253.78	.00	5,074.14	75.8%
51300 WORKERS COMPENSATION	83,579	83,579	69,649.20	6,964.92	.00	13,929.80	83.3%
51400 AUTO ALLOWANCE	210	210	165.19	16.16	.00	44.81	78.7%
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	1,360,000	854,485.24	124,531.91	378,137.02	127,377.74	90.6%
52300 UNIFORMS	36,000	36,000	17,752.77	1,743.72	16,006.30	2,240.93	93.8%
52310 TRAINING-WORKSHOP-MTGS	27,000	27,000	16,060.41	.00	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	9,327.22	5,437.61	10,772.78	9,900.00	67.0%
52610 SUPPLIES SAFETY	0	0	3,099.49	1,068.83	2,850.71	-5,950.20	100.0%
52900 MISC SUPPLIES	27,800	27,800	19,504.07	2,188.05	23,776.97	-15,481.04	155.7%
53000 SOFTWARE EXPENSE	40,000	40,000	48,937.95	.00	.00	-8,937.95	122.3%
53020 INTERNAL PHOTOCOPING COSTS	3,000	3,000	1,386.23	370.06	.00	1,613.77	46.2%
53200 PROF SERVICES - OTHER	543,079	543,079	311,987.77	26,157.88	129,048.33	102,042.90	81.2%
54080 TELEPHONE CHGS	4,997	4,997	4,776.62	558.44	.00	220.38	95.6%
54090 UNLEADED FUEL	1,400,000	1,400,000	903,296.26	100,378.85	436,521.61	60,182.13	95.7%
54091 COMPRESSED NATURAL GAS	576,000	576,000	430,107.29	42,085.56	283,194.66	-137,301.95	123.8%
54092 DIESEL FUEL	1,700,000	1,434,000	890,028.28	80,772.80	371,292.36	172,679.36	88.0%
55020 EQUIPMENT MAINTENANCE	18,000	18,000	16,864.55	.00	13,435.45	-12,300.00	168.3%
55030 VEHICLE MAINTENANCE	753,030	753,030	461,823.08	34,887.97	374,263.07	-83,056.15	111.0%
55040 LUBRICANT	90,370	90,370	111,681.18	14,125.68	8,318.82	-29,630.00	132.8%
55050 TIRES	381,660	381,660	276,705.34	53,756.95	96,934.18	8,020.48	97.9%
56040 CAPEX - MACHINERY/EQUIP	23,000	119,000	29,111.44	.00	.00	89,888.56	24.5%
57000 RENTALS & LEASES	0	70,000	.00	.00	.00	70,000.00	.0%
57110 TAXES AND FILING FEES	9,000	9,000	5,761.05	27.00	.00	3,238.95	64.0%
59200 IT & DATA PROCESSING CHGS	164,669	164,669	137,224.20	13,722.42	.00	27,444.80	83.3%
59300 LIABILITY INSURANCE CHGS	78,754	78,754	65,628.30	6,562.83	.00	13,125.70	83.3%
59400 TELEPHONE CHGS HIPC	7,934	7,934	6,611.70	661.17	.00	1,322.30	83.3%
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	283,309.20	28,330.92	.00	56,661.80	83.3%
59700 FACILITY CHG MAINTENANCE	420,363	420,363	350,302.50	35,030.25	.00	70,060.50	83.3%
60200 CAPITAL ASSET OFFSET	0	0	-23,911.52	.00	.00	23,911.52	100.0%
60400 DEPRECIATION EXPENSE	0	0	385.18	.00	.00	-385.18	100.0%
TOTAL FLEET SERVICES ISF	10,012,523	10,012,523	6,900,386.35	736,508.75	2,146,444.91	965,691.74	90.4%

742 FLEET REPLACEMENT FUND

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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	27,316.79	2,731.67	5,679.85	-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	27,316.79	2,731.67	5,679.85	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	-1,559,683.19	-221,386.69	.00	1,559,683.19	100.0%
60210	CAPITAL ASSET OFFSET - CIP	0	0	42,146.84	.00	.00	-42,146.84	100.0%
	TOTAL GOVERNMENTAL CAPITAL ASSETS	0	0	-2,845,241.07	-221,386.69	.00	2,845,241.07	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	.00	.00	2,713,615.55	100.0%
	TOTAL GOVERNMENTAL DEBT SERVICE F	0	0	-3,117,903.31	.00	.00	3,117,903.31	100.0%
GRAND TOTAL		984,101,305*****		494,880,680.20	41,677,670.67	190,342,049.15	858,141,480.22	44.4%

** END OF REPORT - Generated by James Costello **

CITY OF OXNARD BALANCE SHEET REPORT

Apr-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'101	'GENERAL FUND	0000	UNDEFINED SUBFUND	'Asset	13,684,190.57	112,132,960.47
				'Fund Balance	(13,832,648.82)	(103,843,813.04)
				'Liability	148,458.25	(8,289,147.43)
'104	'HALF CENT SALES TAX - MEAS O	0000	UNDEFINED SUBFUND	'Asset	1,020,937.63	28,990,766.73
				'Fund Balance	(944,295.66)	(28,359,971.84)
				'Liability	(76,641.97)	(630,794.89)
'105	'STREET MAINTENANCE (IUF) FUND	0000	UNDEFINED SUBFUND	'Asset	1,024,234.00	1,257,501.93
				'Fund Balance	(1,024,234.00)	(1,257,539.85)
				'Liability	0.00	37.92
'114	'STORM WATER MANAGEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(61,093.54)	580,429.82
				'Fund Balance	85,164.06	(537,345.78)
				'Liability	(24,070.52)	(43,084.04)
'119	'PUBLIC SAFETY RETIREMENT FUND	0000	UNDEFINED SUBFUND	'Asset	6,541,542.64	7,448,343.86
				'Fund Balance	(6,541,542.64)	(7,449,308.11)
				'Liability	0.00	964.25
'120	'MAINT ASSMNT DIST	2000	SPECIAL DISTRICTS ADMIN	'Asset	969,844.18	(338,151.52)
				'Fund Balance	(971,305.73)	340,178.30
				'Liability	1,461.55	(2,026.78)
		2030	LMD 03 - RIVER RIDGE	'Asset	22,500.67	100,689.22
				'Fund Balance	(24,508.69)	(99,083.06)
				'Liability	2,008.02	(1,606.16)
		2100	LMD 10 - COUNTRY CLUB	'Asset	10,324.64	39,012.00
				'Fund Balance	(10,548.32)	(38,833.13)
				'Liability	223.68	(178.87)
		2110	LMD 11 - ST. TROPAZ	'Asset	2,418.62	2,353.99
				'Fund Balance	(2,418.62)	(2,353.99)
		2120	LMD 12 - STANDARD PACIFIC	'Asset	6,121.59	42,152.94
				'Fund Balance	(6,519.05)	(41,838.41)
				'Liability	397.46	(314.53)
		2130	LMD 13 - LE VILLAGE	'Asset	5,232.21	31,695.20

CITY OF OXNARD BALANCE SHEET REPORT

Apr-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2130	LMD 13 - LE VILLAGE	'Fund Balance	(5,509.13)	(31,490.26)
				'Liability	276.92	(204.94)
		2140	LMD 14 - CALIFORNIA COVE	'Asset	12,826.48	64,140.52
				'Fund Balance	(13,638.68)	(63,369.64)
				'Liability	812.20	(770.88)
		2160	LMD 16 - CALIFORNIA LIGHTHOUSE	'Asset	3,034.16	17,422.08
				'Fund Balance	(4,414.04)	(16,042.20)
				'Liability	1,379.88	(1,379.88)
		2230	LMD 23 - GREYSTONE	'Asset	1,210.32	9,821.06
				'Fund Balance	(1,461.41)	(9,576.55)
				'Liability	251.09	(244.51)
		2240	LMD 24 - VINEYARDS	'Asset	4,200.82	30,319.57
				'Fund Balance	(4,794.30)	(29,741.64)
				'Liability	593.48	(577.93)
		2250	LMD 25 - THE POINTE	'Asset	6,790.29	32,873.50
				'Fund Balance	(7,473.09)	(32,168.60)
				'Liability	682.80	(704.90)
		2270	LMD 27- ROSE ISLAND	'Asset	2,747.60	24,560.30
				'Fund Balance	(2,396.14)	(22,347.66)
				'Liability	(351.46)	(2,212.64)
		2280	LMD 28 - HARBORSIDE	'Asset	16,445.01	91,979.83
				'Fund Balance	(18,539.27)	(89,846.17)
				'Liability	2,094.26	(2,133.66)
		2300	LMD 30 - HAAS AUTOMATION	'Asset	10,862.24	85,370.10
				'Fund Balance	(13,692.89)	(83,040.01)
				'Liability	2,830.65	(2,330.09)
		2310	LMD 31 - RANCHO DE LA ROSA	'Asset	28,850.38	98,187.78
				'Fund Balance	(31,877.81)	(95,859.87)
				'Liability	3,027.43	(2,327.91)
		2320	LMD 32 - OAK PARK	'Asset	508.08	44,974.39

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'120	'MAINT ASSMNT DIST	2320	LMD 32 - OAK PARK	'Fund Balance	(1,411.49)	(44,226.81)
				'Liability	903.41	(747.58)
		2330	LMD 33 - EL PASEO	'Asset	16,372.00	74,510.13
				'Fund Balance	(17,884.59)	(73,237.20)
				'Liability	1,512.59	(1,272.93)
		2340	LMD 34 - SUNRISE PT/SUNSET CV	'Asset	14,301.42	71,889.01
				'Fund Balance	(16,369.22)	(70,146.76)
				'Liability	2,067.80	(1,742.25)
		2360	LMD 36 - V ST CRUZ/V CARMEL	'Asset	43,791.61	139,029.53
				'Fund Balance	(50,008.47)	(133,110.02)
				'Liability	6,216.86	(5,919.51)
		2370	LMD 37 - PACIFIC BREEZE	'Asset	(6,704.34)	146,251.47
				'Fund Balance	6,227.25	(145,774.38)
				'Liability	477.09	(477.09)
		2380	LMD 38 - ALDEA DEL MAR	'Asset	43,000.57	113,522.54
				'Fund Balance	(46,941.42)	(110,527.05)
				'Liability	3,940.85	(2,995.49)
		2390	LMD 39 - EL SUENO PROMESA	'Asset	81,146.79	283,309.92
				'Fund Balance	(87,638.69)	(277,625.09)
				'Liability	6,491.90	(5,684.83)
		2391	LMD 39- D.R. HORTON	'Asset	(13,389.84)	(2,955.03)
				'Fund Balance	11,387.76	4,915.21
				'Liability	2,002.08	(1,960.18)
		2400	LMD 40 - CANTADA	'Asset	2,544.21	111,192.24
				'Fund Balance	(3,543.34)	(109,270.23)
				'Liability	999.13	(1,922.01)
		2410	LMD 41 - PACIFIC COVE	'Asset	5,311.10	39,869.90
				'Fund Balance	(5,622.05)	(39,607.32)
				'Liability	310.95	(262.58)
		2420	LMD 42 - CANTABRIA/CORONADO	'Asset	17,177.26	249,313.50

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2420	LMD 42 - CANTABRIA/CORONADO	'Fund Balance	(23,996.19)	(243,958.99)
				'Liability	6,818.93	(5,354.51)
		2430	LMD 43 - GREENBELT	'Asset	14,034.08	146,967.89
				'Fund Balance	(18,167.43)	(143,954.52)
				'Liability	4,133.35	(3,013.37)
		2460	LMD 46 - DAILY RANCH	'Asset	53,830.31	145,103.62
				'Fund Balance	(60,458.72)	(137,283.55)
				'Liability	6,628.41	(7,820.07)
		2470	LMD 47 - SYCAMORE PLACE	'Asset	1,862.62	99,147.01
				'Fund Balance	(3,402.07)	(97,850.72)
				'Liability	1,539.45	(1,296.29)
		2490	LMD 49 - CAMERON RANCH	'Asset	7,433.37	(51,998.14)
				'Fund Balance	(7,697.24)	52,190.77
				'Liability	263.87	(192.63)
		2500	LMD 50 - PV SENIOR HOUSING	'Asset	779.48	40,853.38
				'Fund Balance	83.85	(39,248.79)
				'Liability	(863.33)	(1,604.59)
		2510	LMD 51 - PFEILER	'Asset	7,796.45	210,714.57
				'Fund Balance	(10,047.61)	(203,203.95)
				'Liability	2,251.16	(7,510.62)
		2520	LMD 52 - WINGFIELD	'Asset	(1,561.11)	237,424.36
				'Fund Balance	1,368.44	(237,225.23)
				'Liability	192.67	(199.13)
		2530	LMD 53 - HUFF COURT	'Asset	1,229.09	7,138.05
				'Fund Balance	(1,229.09)	(7,138.05)
		2540	LMD 54 - MEADOWCREST	'Asset	(3,873.97)	85,191.33
				'Fund Balance	3,739.82	(85,049.10)
				'Liability	134.15	(142.23)
		2550	LMD 55 - WINGFIELD WEST	'Asset	7,400.03	49,458.48
				'Fund Balance	(8,616.96)	(48,218.75)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2550	LMD 55 - WINGFIELD WEST	'Liability	1,216.93	(1,239.73)
		2580	LMD 58 - WESTWIND	'Asset	219.70	109,253.92
				'Fund Balance	3,348.87	(104,827.24)
				'Liability	(3,568.57)	(4,426.68)
		2600	LMD 60 - ARTISAN	'Asset	17,503.31	48,406.04
				'Fund Balance	(18,697.80)	(47,400.82)
				'Liability	1,194.49	(1,005.22)
		3040	LMD 04 - MNDLY BAY/BEACH MAIN	'Asset	12,313.21	70,374.24
				'Fund Balance	(11,004.07)	(68,410.53)
				'Liability	(1,309.14)	(1,963.71)
		4010	WATERWAYS 01- MANDALAY BAY	'Asset	118,626.84	453,956.78
				'Fund Balance	(137,611.03)	(442,052.97)
				'Liability	18,984.19	(11,903.81)
		4020	WATERWAYS 02- HARBOR ISLAND	'Asset	(8,878.24)	(80,039.84)
				'Fund Balance	11,578.24	82,739.84
				'Liability	(2,700.00)	(2,700.00)
		6020	CFD 02 - WESTPORT	'Asset	150,857.07	1,586,717.43
				'Fund Balance	(132,814.22)	(1,566,785.55)
				'Liability	(18,042.85)	(19,931.88)
		6040	CFD 04 - SEABRIDGE	'Asset	332,543.42	4,140,733.98
				'Fund Balance	(302,991.82)	(4,108,294.80)
				'Liability	(29,551.60)	(32,439.18)
		6050	CFD 05 - RIVERPARK	'Asset	1,558,698.28	4,317,351.43
				'Fund Balance	(1,393,285.63)	(4,128,397.53)
				'Liability	(165,412.65)	(188,953.90)
		6060	CFD 09 - NORTHSHORE MANDALAY	'Asset	(3,463.31)	510,534.40
				'Fund Balance	3,463.31	(510,534.40)
		6070	CFD 07- WAGON WHEEL	'Asset	(36,582.62)	124,563.77
				'Fund Balance	154,233.51	(6,912.88)
				'Liability	(117,650.89)	(117,650.89)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST					
		6080	CFD 08 - SAKIOKA FARMS	'Asset	432,918.33	858,175.94
				'Fund Balance	(432,918.33)	(858,175.94)
'181	'STATE GAS TAX FUND	0000	UNDEFINED SUBFUND	'Asset	69,952.18	302,175.46
				'Fund Balance	(63,276.58)	(270,243.72)
				'Liability	(6,675.60)	(31,931.74)
'182	'TRAFFIC SAFETY FUND	0000	UNDEFINED SUBFUND	'Asset	(43,818.30)	(37,273.14)
				'Fund Balance	43,818.30	37,125.61
				'Liability	0.00	147.53
'185	'ROAD MAINT & REHAB ACT FUND	0000	UNDEFINED SUBFUND	'Asset	429,614.50	4,248,796.25
				'Fund Balance	(432,563.25)	(4,242,547.50)
				'Liability	2,948.75	(6,248.75)
'191	'ASSET SEIZURE FUND - FED	0000	UNDEFINED SUBFUND	'Asset	834.62	201,156.29
				'Fund Balance	15,588.13	(184,363.54)
				'Liability	(16,422.75)	(16,792.75)
'192	'ASSET SEIZURE FUND - STATE	0000	UNDEFINED SUBFUND	'Asset	(17,093.55)	200,439.82
				'Fund Balance	4,822.92	(200,439.82)
				'Liability	12,270.63	0.00
'200	'FEDERAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	349,390.09	(1,658,091.78)
				'Fund Balance	(324,057.56)	1,680,964.58
				'Liability	(25,332.53)	(22,872.80)
'201	'CDGB FUND	0000	UNDEFINED SUBFUND	'Asset	(37,945.40)	5,943,464.51
				'Fund Balance	201,647.81	(2,963,230.73)
				'Liability	(163,702.41)	(2,980,233.78)
'202	'HOME FUND	0000	UNDEFINED SUBFUND	'Asset	(3,204.00)	8,743,137.35
				'Fund Balance	2,309.00	(53,666.53)
				'Liability	895.00	(8,689,470.82)
'203	'EMERGENCY SHELTER FUND	0000	UNDEFINED SUBFUND	'Asset	(1,125.44)	48,151.34
				'Fund Balance	1,125.44	(48,151.34)
'204	'ARPA	0000	UNDEFINED SUBFUND	'Asset	(237,319.35)	3,036,343.83

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'204	'ARPA	0000	UNDEFINED SUBFUND	'Fund Balance	(12,646,426.80)	(3,019,461.74)
				'Liability	12,883,746.15	(16,882.09)
'210	'STATE & LOCAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	1,548,480.03	11,331,269.66
				'Fund Balance	(1,779,881.02)	2,809,360.76
				'Liability	231,400.99	(14,140,630.42)
'212	'TRANSPORT DEV ACT (TDA) FUND	9030	TDA ARTICLE 3	'Asset	1,019.55	194,973.33
				'Fund Balance	(1,019.55)	(192,866.67)
				'Liability	0.00	(2,106.66)
		9040	TDA ARTICLE 4	'Asset	14,999.90	1,871,016.29
				'Fund Balance	1,479.53	(34,582.86)
				'Liability	(16,479.43)	(1,836,433.43)
		9080	TDA ARTICLE 8A	'Asset	(3,052.66)	18,337.96
				'Fund Balance	3,052.66	(18,337.96)
'220	'STATE HOUSING (LHTFP) GRANT	0000	UNDEFINED SUBFUND	'Asset	2,187.78	481,030.29
				'Fund Balance	234,792.42	427,197.95
				'Liability	(236,980.20)	(908,228.24)
'230	'STATE TRAFFIC CONG RELIEF FUND	0000	UNDEFINED SUBFUND	'Asset	4,007.76	754,413.50
				'Fund Balance	(4,007.76)	(754,413.50)
'301	'CAPITAL OUTLAY FUND	0000	UNDEFINED SUBFUND	'Asset	(1,325,532.63)	2,603,741.59
				'Fund Balance	992,654.12	(940,504.44)
				'Liability	332,878.51	(1,663,237.15)
'311	'PEG FEES FUND	0000	UNDEFINED SUBFUND	'Asset	28,199.95	5,364,364.41
				'Fund Balance	(28,199.95)	(5,364,364.41)
'313	'2022 LEASE PURCH EQUIP FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	770,731.23
				'Fund Balance	0.00	(769,091.18)
				'Liability	0.00	(1,640.05)
'314	'2014 LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,957,199.79
				'Fund Balance	0.00	(1,957,199.79)
'315	'2006 TAB HERO/SW/ORMOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	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	0.00	(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	(11,221.36)	28,928,646.00
				'Fund Balance	10,967.29	(28,927,334.57)
				'Liability	254.07	(1,311.43)
'350	'DEVELOPMENT IMPACT FEES FUND	8010	PARK FEES - QUIMBY RESERVE	'Asset	94,965.97	0.00
				'Fund Balance	(94,965.97)	0.01
				'Liability	0.00	(0.01)
		8020	PARKS DEVELOPMENT FEES	'Asset	20,829.96	2,031,705.72
				'Fund Balance	(20,829.96)	(2,031,705.72)
		8030	STORM DRAIN FACILITY FEE	'Asset	57,650.76	10,974,618.98
				'Fund Balance	(57,650.76)	(10,974,618.98)
		8040	CIRCULATION SYS IMPROV FEES	'Asset	153,401.58	21,410,452.97
				'Fund Balance	(153,401.58)	(21,410,323.90)
				'Liability	0.00	(129.07)
		8050	CAP GROWTH FEES-RESIDENTIAL	'Asset	19,937.20	2,079,641.32
				'Fund Balance	(19,937.20)	(2,079,641.32)
		8055	MOBILITY FEE	'Asset	10,162.89	586,396.97
				'Fund Balance	(10,162.89)	(586,396.97)
		8060	CAP GROWTH FEES-NONRESIDENTIAL	'Asset	23,260.62	2,742,127.83
				'Fund Balance	(23,260.62)	(2,742,127.83)
		8070	UTILITY UNDERGROUNDING IN LIEU	'Asset	11,183.70	1,878,553.62
				'Fund Balance	(11,183.70)	(1,878,553.62)
		8080	PUBLIC ART PROGRAM FEE	'Asset	(78.33)	1,299,619.13
				'Fund Balance	78.33	(1,299,619.12)
				'Liability	0.00	(0.01)
'351	'QUIMBY FUND	8111	QUIMBY FEE - 5 POINTS NORTH	'Asset	(4,631.71)	1,352,278.43

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'351	'QUIMBY FUND	8111	QUIMBY FEE - 5 POINTS NORTH	'Fund Balance	4,631.71	(1,352,278.43)
		8112	QUIMBY FEE - BRYCE CNYN SO	'Asset	(17.12)	4,998.29
				'Fund Balance	17.12	(4,998.29)
		8113	QUIMBY FEE - CABRILLO	'Asset	(555.41)	162,158.84
				'Fund Balance	555.41	(162,158.84)
		8114	QUIMBY FEE - CAL-GISLER	'Asset	(4.04)	1,183.13
				'Fund Balance	4.04	(1,183.13)
		8115	QUIMBY FEE - CARRIAGE SQUARE	'Asset	(1,472.12)	429,802.73
				'Fund Balance	1,472.12	(429,802.73)
		8116	QUIMBY FEE - CYPRESS	'Asset	(139.38)	40,693.97
				'Fund Balance	139.38	(40,693.97)
		8117	QUIMBY FEE - EAST VILLAGE	'Asset	(2,434.25)	710,704.97
				'Fund Balance	2,434.25	(710,704.97)
		8118	QUIMBY FEE - EL RIO	'Asset	(51.30)	14,978.05
				'Fund Balance	51.30	(14,978.05)
		8119	QUIMBY FEE - EL RIO WEST	'Asset	(1,074.01)	313,567.67
				'Fund Balance	1,074.01	(313,567.67)
		8120	QUIMBY FEE - FREMONT SOUTH	'Asset	(885.63)	258,567.38
				'Fund Balance	885.63	(258,567.38)
		8121	QUIMBY FEE - HOBSON PARK EAST	'Asset	(1,578.27)	460,790.31
				'Fund Balance	1,578.27	(460,790.31)
		8122	QUIMBY FEE - LA COLONIA	'Asset	(388.31)	79,136.62
				'Fund Balance	388.31	(79,136.62)
		8123	QUIMBY FEE - MAR VISTA	'Asset	(1,815.97)	530,188.13
				'Fund Balance	1,815.97	(530,188.13)
		8124	QUIMBY FEE - MARINA WEST	'Asset	(458.01)	133,721.92
				'Fund Balance	458.01	(133,721.92)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'351	'QUIMBY FUND					
		8125	QUIMBY FEE - ORCHARD	'Asset	(752.52)	219,707.92
				'Fund Balance	752.52	(219,707.92)
		8126	QUIMBY FEE - OXNARD DUNES	'Asset	(2,361.40)	689,432.93
				'Fund Balance	2,361.40	(689,432.93)
		8127	QUIMBY FEE - OXNARD SHORES	'Asset	(327.50)	95,616.21
				'Fund Balance	327.50	(95,616.21)
		8128	QUIMBY FEE - PACIFIC AVE CMCRL	'Asset	(1,242.06)	362,632.25
				'Fund Balance	1,242.06	(362,632.25)
		8129	QUIMBY FEE - RIO LINDO	'Asset	(552.47)	161,299.73
				'Fund Balance	552.47	(161,299.73)
		8130	QUIMBY FEE - ROSE PARK	'Asset	(5.55)	1,622.64
				'Fund Balance	5.55	(1,622.64)
		8131	QUIMBY FEE - SEA VIEW ESTATES	'Asset	(7,663.38)	2,237,401.41
				'Fund Balance	7,663.38	(2,237,401.41)
		8132	QUIMBY FEE - SOUTH BANK	'Asset	(192.21)	56,115.57
				'Fund Balance	192.21	(56,115.57)
		8133	QUIMBY FEE - SOUTHWIND	'Asset	(564.35)	164,767.74
				'Fund Balance	564.35	(164,767.74)
		8134	QUIMBY FEE - VIA MARINA	'Asset	(5,415.01)	1,580,778.68
				'Fund Balance	5,415.01	(1,580,778.68)
		8135	QUIMBY FEE - WILSON	'Asset	(2,595.22)	757,700.40
				'Fund Balance	2,595.22	(757,700.40)
		8136	QUIMBY FEE - WINDSOR NORTH	'Asset	(125.76)	36,717.60
				'Fund Balance	125.76	(36,717.60)
'360	'OTH. DEVPT FEES FUND	7010	AIR POLLUTION BUYDOWN FEE	'Asset	2,811.25	343,194.58
				'Fund Balance	(2,811.25)	(343,194.58)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'360	'OTH. DEVPT FEES FUND	7020	CUPA OPERATING PROGRAM	'Asset	(72,274.09)	1,802,972.85
				'Fund Balance	78,787.57	(1,796,367.07)
				'Liability	(6,513.48)	(6,605.78)
		7030	CUPA CAPITAL PROGRAM	'Asset	2,407.72	456,748.06
				'Fund Balance	(2,407.72)	(456,748.06)
		7040	AFFORDABLE RENTAL HOUSING	'Asset	668.93	1,428,610.08
				'Fund Balance	(668.93)	(128,610.08)
				'Liability	0.00	(1,300,000.00)
		7050	HOUSING IN LIEU - FEES	'Asset	23,784.27	15,740,808.32
				'Fund Balance	(16,077.28)	(2,786,462.36)
				'Liability	(7,706.99)	(12,954,345.96)
		7060	HOUSING IN LIEU - CITY	'Asset	2,419.55	1,105,452.62
				'Fund Balance	(2,419.55)	(455,452.62)
				'Liability	0.00	(650,000.00)
'420	'HOUSING SUC AGCY FUND	0000	UNDEFINED SUBFUND	'Asset	64,685.50	36,358,280.86
				'Fund Balance	(44,708.00)	(2,775,757.55)
				'Liability	(19,977.50)	(33,582,523.31)
'429	'CDC SUCCESSOR AGENCY FUND	0000	UNDEFINED SUBFUND	'Asset	(162,841.02)	10,737,307.30
				'Fund Balance	323,748.70	12,882,443.54
				'Liability	(160,907.68)	(23,619,750.84)
'481	'DOWNTOWN IMPROVEMENT DISTRICT	0000	UNDEFINED SUBFUND	'Asset	23,065.12	4,476,879.18
				'Fund Balance	(23,065.12)	(4,416,879.17)
				'Liability	0.00	(60,000.01)
'500	'BOND ASSESSMENT DISTRICTS	5000	CFD 2000-3	'Asset	206,163.27	6,408,015.85
				'Fund Balance	(206,788.27)	(2,606,704.46)
				'Liability	625.00	(3,801,311.39)
		5010	HUENEME RD ASSESS DIST 83-1	'Fund Balance	0.00	(0.42)
				'Liability	0.00	0.42
		5020	ROSE/CLARA ASSESS DIST 86-4	'Fund Balance	0.00	(0.18)
				'Liability	0.00	0.18

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'500	'BOND ASSESSMENT DISTRICTS					
		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	88,260.23	2,410,915.55
				'Fund Balance	(77,760.23)	(1,265,416.03)
				'Liability	(10,500.00)	(1,145,499.52)
		5060	RICE/101 INTER ASSESS DIST	'Asset	406,365.18	6,982,163.27
				'Fund Balance	(406,990.18)	(843,873.84)
				'Liability	625.00	(6,138,289.43)
		5070	CFD 03-SEABRIDGE BONDED	'Asset	785,514.46	19,601,205.49
				'Fund Balance	(785,514.46)	(1,836,205.12)
				'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	268,988.56	6,413,516.63
				'Fund Balance	(269,613.56)	(833,611.05)
				'Liability	625.00	(5,579,905.58)
'541	'DEVELOPER/OTHER DEPOSITS FUND	0000	UNDEFINED SUBFUND	'Asset	37,338.67	8,894,348.53
				'Fund Balance	3,729.75	(7,287,380.32)
				'Liability	(41,068.42)	(1,606,968.21)
'542	'PAYROLL CLEARING FUND	0000	UNDEFINED SUBFUND	'Asset	(326,087.00)	3,323,134.58
				'Fund Balance	121,155.63	2,630,460.29
				'Liability	204,931.37	(5,953,594.87)
'545	'HOUSING AUTHORITY PAYROLL FUND	0000	UNDEFINED SUBFUND	'Asset	(382,766.68)	(691,848.37)
				'Fund Balance	379,938.60	688,964.45
				'Liability	2,828.08	2,883.92
'551	'OPD PROPERTY ROOM FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	365,748.19
				'Fund Balance	0.00	(279,686.23)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'551	'OPD PROPERTY ROOM FUND	0000	UNDEFINED SUBFUND	'Liability	0.00	(86,061.96)
'561	'OXNARD DOWNTOWN MGT DIST FUND	0000	UNDEFINED SUBFUND	'Asset	166,850.60	340,874.37
				'Fund Balance	(166,850.60)	(340,874.18)
				'Liability	0.00	(0.19)
'571	'CONTRIBUTIONS TRUST FUND	0000	UNDEFINED SUBFUND	'Asset	4,661.07	2,678,609.58
				'Fund Balance	1,394.17	(2,255,267.91)
				'Liability	(6,055.24)	(423,341.67)
'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	2,087,392.59	309,100,900.39
				'Fund Balance	(1,289,022.30)	(126,792,495.41)
				'Liability	(798,370.29)	(182,308,404.98)
'602	'WATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(544,145.62)	901,155.98
				'Fund Balance	321,441.26	375,846.61
				'Liability	222,704.36	(1,277,002.59)
'603	'WATER DEVLPMT IMPACT FEES FUND	0000	UNDEFINED SUBFUND	'Asset	128,312.70	20,696,054.69
				'Fund Balance	(128,312.70)	(20,696,054.69)
'605	'WATER CAP FACILITY FUND	0000	UNDEFINED SUBFUND	'Asset	12,003.19	1,844,405.58
				'Fund Balance	(12,003.19)	(1,852,700.18)
				'Liability	0.00	8,294.60
'606	'WATER RESOURCE FEE FUND	0000	UNDEFINED SUBFUND	'Asset	10,888.50	2,065,394.12
				'Fund Balance	(10,888.50)	(2,065,394.12)
'607	'WATER BONDS/WIFIA LOANS	0000	UNDEFINED SUBFUND	'Asset	(35,000.00)	(149,428.25)
				'Fund Balance	0.00	149,428.25
				'Liability	35,000.00	0.00
'608	'WATER SECURITY-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	(73,752.29)	332,441.06
				'Fund Balance	52,076.16	413,740.45
				'Liability	21,676.13	(746,181.51)
'609	'WATER BOND 2021A REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	35,000.00	2,506,792.56

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'609	'WATER BOND 2021A REV BOND FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	(2,386,991.26)
				'Liability	(35,000.00)	(119,801.30)
'611	'WASTEWATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	1,694,018.58	332,737,523.49
				'Fund Balance	(1,812,733.83)	(229,702,514.18)
				'Liability	118,715.25	(103,035,009.31)
'612	'WASTEWATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(1,285,878.59)	703,792.27
				'Fund Balance	283,724.84	1,576,269.90
				'Liability	1,002,153.75	(2,280,062.17)
'613	'WASTEWATER CONNECTION FEE FUND	0000	UNDEFINED SUBFUND	'Asset	115,845.70	17,790,429.82
				'Fund Balance	(115,845.70)	(17,790,429.82)
'617	'WASTEWATER BONDS/SRF LOANS	0000	UNDEFINED SUBFUND	'Asset	0.00	(27,003,509.21)
				'Fund Balance	0.00	27,003,509.21
'628	'WASTEWATER SEC-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	5,418.37	1,051,791.12
				'Fund Balance	(5,418.37)	(1,051,791.12)
'631	'SOLID WASTE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	126,349.63	62,240,969.67
				'Fund Balance	(238,187.86)	(16,047,707.78)
				'Liability	111,838.23	(46,193,261.89)
'632	'SOLID WASTE CIP FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	0.00
'634	'SOLID WASTE DEVELOPER FEE FUND	0000	UNDEFINED SUBFUND	'Asset	5,799.37	959,647.27
				'Fund Balance	(5,799.37)	(959,647.27)
'638	'SOLID WASTE SEC - CONT PREV FU	0000	UNDEFINED SUBFUND	'Asset	5,797.82	1,089,025.99
				'Fund Balance	(5,797.82)	(1,089,025.99)
'641	'PERFORMING ARTS CENTER FUND	0000	UNDEFINED SUBFUND	'Asset	86,383.22	686,289.58
				'Fund Balance	(86,971.22)	(686,299.88)
				'Liability	588.00	10.30
'651	'GOLF COURSE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	(344,338.25)	50,765,392.38
				'Fund Balance	892,290.25	(50,003,245.41)
				'Liability	(547,952.00)	(762,146.97)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'652	'GOLF COURSE CIP FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	0.00
'701	'PUBLIC LIAB & PROP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	376,222.04	1,691,566.58
				'Fund Balance	(376,222.04)	6,377,582.31
				'Liability	0.00	(8,069,148.89)
'702	'WORKERS COMP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	315,831.61	24,814,059.50
				'Fund Balance	(211,716.59)	16,893,552.86
				'Liability	(104,115.02)	(41,707,612.36)
'725	'CUSTOMER BILLING OPS ISF	0000	UNDEFINED SUBFUND	'Asset	74,665.75	2,977,725.73
				'Fund Balance	(17,894.99)	(39,496.82)
				'Liability	(56,770.76)	(2,938,228.91)
'731	'INFORMATION TECHNOLOGY ISF	0000	UNDEFINED SUBFUND	'Asset	748,771.77	16,328,692.39
				'Fund Balance	(129,638.97)	(7,299,319.53)
				'Liability	(619,132.80)	(9,029,372.86)
'732	'IT CAPITAL	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	0.00
'735	'FACILITIES MAINTENANCE ISF	0000	UNDEFINED SUBFUND	'Asset	117,897.95	5,910,792.36
				'Fund Balance	(25,380.35)	2,098,808.13
				'Liability	(92,517.60)	(8,009,600.49)
'741	'FLEET SERVICES ISF	0000	UNDEFINED SUBFUND	'Asset	59,388.30	1,992,192.25
				'Fund Balance	(3,439.16)	2,780,776.04
				'Liability	(55,949.14)	(4,772,968.29)
'742	'FLEET REPLACEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	301.97	583,406.76
				'Fund Balance	(301.98)	(580,675.09)
				'Liability	0.01	(2,731.67)
'801	'COFA DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	52,908.73
				'Fund Balance	0.00	(52,908.73)
'850	'RIVERPARK JPA FUND	0000	UNDEFINED SUBFUND	'Asset	4,453.59	824,911.88
				'Fund Balance	(4,453.59)	(824,911.88)
'991	'GOVERNMENTAL CAPITAL ASSETS FD	0000	UNDEFINED SUBFUND	'Asset	221,386.69	2,133,191,561.52
				'Fund Balance	(221,386.69)	(1,837,537,592.20)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'991	'GOVERNMENTAL CAPITAL ASSETS FD	0000	UNDEFINED SUBFUND	'Liability	0.00	(295,653,969.32)
'996	'GOVERNMENTAL DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	19,408,656.21
				'Fund Balance	0.00	67,751,503.77
				'Liability	0.00	(87,160,159.98)
'999	'TREASURY FUND	0000	UNDEFINED SUBFUND	'Asset	33,035,682.69	511,844,517.11
				'Liability	(33,035,682.69)	(511,844,517.11)
(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.4

DATE: June 26, 2025

TO: City Council

FROM: Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Agreement with Toshiba Business Solutions for Printers and Scanners.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a five year agreement with Toshiba America Business Solutions (No. 32600026) for the purpose of citywide managed print, scan and copy services in the amount of \$745,840.80 plus a 10% contingency amount of \$74,584.08 to cover future needs or incidental costs, for a total authorized amount of \$820,424.88.

(The Finance & Governance Committee approve 3-0 on June 3, 2025.)

BACKGROUND

The City has been using Toshiba America Business Solutions since 2003 for its printing, scanning and copying needs. In July 2018, independent of any state purchasing contract, the City issued a Request for Proposal for a five year consolidated copy services contract that would include the replacement of all multi function device (MFD) printers. Toshiba was awarded the contract for the period of February 1, 2019 through January 31, 2024. Since then, the City has been leasing the same equipment on a monthly basis and Toshiba has been servicing the MFDs as needed. Up to now, the Toshiba contract and relationship has been managed by the Purchasing Department. The IT Department is now taking ownership of managing this agreement and will work with the vendor continuously to ensure the City's needs are met efficiently.

The City is leveraging the NASPO-ValuePoint Master Agreement Number 188037 to piggyback on the contract executed between the State of California and Toshiba. This agreement was entered into on July 31, 2024 and is available for use in California by state agencies and local governments. It is a relatively recent contract that accounts for current pricing for modern equipment. By piggybacking off the NASPO contract, the City will stabilize printing and copying costs over the five years and, at the same time, add service value through enhanced consumption monitoring tools, data analysis software and a streamlined customer service delivery model. The monthly cost of leasing the equipment and all related services will remain fixed over the entire period of the agreement. This agreement includes the replacement of the existing MFDs with new models, which will enhance performance and features, while reducing repairs and downtime.

The original agreement was for approximately \$8,800 per month plus usage fees of \$0.003 per black and white page and \$0.035 per color page. In the past year, the City printed an average of 200,000 black and white pages and 100,000 color pages per month through 61 MFDs in various locations. This accounted for approximately \$4,100 in usage fees per month for a total monthly cost of \$12,900. With this new agreement, Toshiba will no longer charge any usage rates. While the equipment lease, toner costs, repairs and maintenance are included in this contract, the paper costs will continue to remain the responsibility of the City. The vendor has visited each location and engaged staff to assess department needs, ensuring that the correct machines will be deployed. Based on this needs assessment, the new agreement raises the MFD count to 63 and also adds a large format color plotter/scanner for the engineering group at Public Works. The plotter is a different machine than the MFD and is therefore subject to usage charges that will apply only to this machine. In comparison to the prior contract from over six years ago, we have increased by two MFD printers yet the average monthly cost under this

new agreement will decrease 3.6%, demonstrating the power of utilizing the State of California's contract as well as the vendor's commitment to meet the needs of the City.

Staff continue to show a high level of satisfaction with Toshiba's service and equipment and are familiar with the vendor's equipment. The company has continuously maintained a local office and a local representative offering high levels of personalized service. Upon execution of this agreement, Toshiba will immediately schedule to replace all the equipment.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

This new agreement slightly reduces, on average, the City's cost of having a comprehensive printing solution compared to the past. Each department budget contains a provision for paying these printing costs and the monthly charges will continue to be paid individually at the department level. No significant change to each department's printing budget is expected at this time.

COMMITTEE OUTCOME

On June 3, 2025, the Finance & Governance Committee voted 3-0 to approve and advance this item to City Council.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Toshiba agreement 32600026

NASPO-ValuePoint Master Agreement Number 188037
ATTACHMENT 1 – TOSHIBA LEASE AGREEMENT TERMS AND CONDITIONS

AGREEMENT FOR LEASE OF EQUIPMENT

a Contract Between
City of Oxnard
300 W Third St
Oxnard, CA 93030
“Lessee”
(NAME, ADDRESS, PHONE OF LESSEE)

and
Toshiba America Business Solutions, Inc.

WHEREAS, Lessee is authorized to lease under the NASPO-ValuePoint Master Agreement (“Master Agreement”) and the State of California Participating Addendum #7-24-70-46-08 thereto; and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of Lessee;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **LEASE TERM.** This Agreement shall be effective from the date of delivery and acceptance of Leased Equipment for the term set forth on the (i) Attachment 6, Toshiba Lease Order Form and if applicable Attachment 7, Toshiba Lease Order Form Schedule B (collectively an “Order Form”); or (ii) the Lessee’s Purchase Order (PO) to which this Agreement is attached, unless sooner terminated by either party as set forth in Section 6 of this Agreement.

2. **DEFINITIONS.** “**Lease Term**” means the term of this Agreement as set forth in Section 1. “**Leased Equipment**” means the (i) equipment described in the Order Form, attached to this Agreement, and which is incorporated herein; (ii) any replacement equipment provided by Lessor; and (iii) any additional equipment described under subsequent Order Forms agreed to during the term of this Agreement. “**Lessor**” means Toshiba America Business Solutions, Inc. or, if applicable, its permitted assignee.

3. **CONSIDERATION (RENT).** The parties agree that for the Lease Term, Lessor leases to Lessee the equipment described in, and for the lease payments set forth in, the Order Form, excluding meter charges, late fees and applicable taxes. Except as provided in section 6(c), lessee’s payment obligations are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever. Lessee does not agree to reimburse Lessor for expenses, unless otherwise specified in the incorporated documents. Any intervening end to a fiscal period shall be deemed a contract renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required.

4. **POSSESSION, TITLE AND RETURN.**

(a) Lessee shall have possession of the Leased Equipment for the Lease Term, unless this Agreement is earlier terminated in accordance with Section 6 below and shall keep such Leased Equipment at the location specified in the Order Form or such other location as Lessor may agree in writing.

(b) Lessor covenants that it has good title to the Leased Equipment, except any intangible property or associated services such as periodic software licenses and prepaid database subscription rights included in the Leased Equipment, if any. If the Order Form indicates that this lease is a Capital (i.e. \$1 Buyout) Lease and if this Agreement is deemed to be a secured transaction, Lessee grants Lessor a first priority security interest in the Leased Equipment to secure all of Lessee’s obligations under this Agreement, agrees not to permit any other liens on the Leased Equipment, and shall own such Leased Equipment as of the acceptance date and Lessee authorizes Lessor to record a UCC-1 to reflect such interest. At the end of the Lease Term, if Lessee is not in default, Lessor will release any security interest it may have in the Leased Equipment subject to such Capital Lease, which will be retained by Lessee.

(c) At the expiration of the term of this Agreement and provided that the Order Form does not indicate this lease is a Capital Lease, upon Lessee’s written request, Lessor shall remove the hard drive from the applicable Device and provide the Lessee with custody of the hard drive before the Device is removed from the Lessor’s location. Lessor

may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. The Lessee shall then be responsible for securely erasing or destroying the hard drive. If Lessee is not in breach of this Agreement, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

(d) Risk of loss of the Leased Equipment rests with Lessor until the Leased Equipment is delivered to the Lessee's designated location, at which time risk of loss passes to Lessee.

(e) If the Order Form indicates this lease is a Fair Market Value Lease, at the end of the Lease Term and upon 30 days' prior written notice to Lessor, Lessee may purchase all, but not less than all, of the Leased Equipment AS-IS and WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes, if any.

5. TAXES. Lessee agrees to pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Leased Equipment.

6. TERMINATION.

(a) Termination by Mutual Consent. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties.

(b) Termination by Lessee without Cause. This lease may be bought out and all Leased Equipment returned to Lessor, although fair market value leases, operational leases, non-cancelable rentals and capital leases are subject to a termination charge. The termination charge is equal to the balance of unpaid lease payments and other amounts due hereunder (including any current or past due amounts) for leases and with regard to service or maintenance obligations, may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

(c) Termination for Nonappropriation. The continuation of this Agreement beyond the current fiscal period is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by Lessee's legislature, governing body and/or federal sources. If for any reason Lessee's funding is not appropriated or is withdrawn, limited, or impaired, Lessee may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective as of the end of the fiscal period in which written notice of such non-appropriation, withdrawal, limitation or impairment is provided by Lessee to Lessor. If Lessee terminates this Agreement because of non-appropriation, withdrawal, limitation or impairment of funds, Lessee will not purchase, lease or rent replacement equipment performing the same functions as the Leased Equipment during the subsequent fiscal period.

(d) Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of termination for breach or default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination. Termination by Lessor due to Lessee's material breach or default will be subject to a termination charge, which is equal to the balance of lease payments and other amounts due hereunder (including any current or past due amounts) for leases and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less, for service and maintenance charges.

7. INSURANCE. At Lessor's request, Lessee shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in Lessee's possession by Lessee's program of self-insurance (if approved by Lessor and Lessor's assignee, if any) or a policy of property insurance from a qualified insurer.

8. LOSS OR DAMAGE. If any item of Leased Equipment is lost, stolen or damaged, Lessee will, at Lessee's option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to Lessor; or (b) pay Lessor the sum of: (i) all past due and current lease payments and other amounts due under this Agreement; (ii) the present value of all remaining lease payments for the effected item(s) of Leased Equipment, discounted at the rate of 6% per annum; and (iii) if this lease is not a Capital Lease, the Fair Market Value of the effected item(s) of Leased Equipment. Upon Lessee's payment to Lessor under clause (b) above, Lessor will then transfer to Lessee all of Lessor's right, title and interest in the effected item(s) of Leased Product AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. "Fair Market Value" means the item's fair market value at the end of the Lease Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by Lessor. No such loss or damage shall relieve Lessee of payment obligations hereunder.

9. WARRANTY AND MAINTENANCE OF EQUIPMENT; WARRANTY DISCLAIMER. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to Lessee all manufacturer's warranties on the Leased Equipment, which shall be not less than a full six months' warranty. Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term. EXCEPT AS OTHERWISE STATED HEREIN, LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE LEASED EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE LEASED EQUIPMENT IS MERCHANTABLE. Lessee acknowledges that none of Lessor or their representatives are agents of any assignee and none of them are authorized to modify the terms of this lease or on any Schedule. No representation or warranty of Lessor with respect to the Leased Equipment will bind any assignee, nor will any breach thereof relieve Lessee of any of its obligations hereunder. THIS LEASE AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (the "UCC"). Lessee agree that any manufacturer or Lessor warranty or service agreement is a separate and independent obligation of Lessor to Lessee, that no assignee of the Lessor shall have any obligation to Lessee with respect to such warranty or service agreement and that Lessee's obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim Lessee may have against Supplier.

10. LESSOR REMEDIES. If Lessee default, Lessor may do one or more of the following: (a) recover from Lessee, as liquidated damages for loss of bargain and not as a penalty, the sum of: (i) all past due and current lease payments and other amounts due under this Agreement; (ii) the present value of all remaining lease payments, discounted at the rate of 6% per annum; and (iii) require Lessee to make the Leased Equipment available to Lessor for pickup at Lessee's premises (and Lessee shall be responsible for removing all data as provided in Section 4) and to pay all costs of removing and transporting the Leased Equipment; (c) charge Lessee for expenses incurred in connection with the enforcement of Lessor's remedies. If Lessor picks up the Leased Equipment, Lessor may sell, release or otherwise dispose of the Leased Equipment and apply the proceeds, less reasonable selling and administrative expenses, to the amounts due by Lessee. These remedies are cumulative, in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by Lessor to exercise any right shall not operate as a waiver of any right. LESSOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES.

11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

12. LESSEE REPRESENTATIONS. Lessee represents that: (a) this Agreement and any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by Lessee in accordance with all applicable laws, rules, ordinances and regulations; (b) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents, if applicable, have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures; (c) the Leased Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee to perform such function; (d) Lessee intends to use the Leased Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations each fiscal period during the Lease Term; (e) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this lease and the debt under applicable state law; (f) unless this lease is a Capital Lease, Lessee's obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (g) this Agreement is binding on Lessee and Lessee's successors and assigns; and (h) all financial information Lessee has provided is true and a reasonable representation of Lessee's financial condition.

13. ASSIGNMENT. Lessee may not assign or dispose of any rights or obligations under this Agreement or sublease the Leased Equipment without Lessor's prior written consent. Notwithstanding anything in the NASPO ValuePoint Master Agreement and/or the Participating Addendum to the contrary, Lessor may assign all or any portion of this Agreement or its interest in the Leased Equipment; provided that service obligations on the Leased Equipment shall remain with Toshiba America Business Solutions, Inc. and expressly not with Lessor's assignee and must conform to the terms of the NASPO ValuePoint Master Agreement and the State of California Participating Addendum. Lessor's assignee shall have Lessor's rights under this Agreement, but none of Lessor's obligations. Lessee agrees not to assert any claims, defenses or offsets it may have against Lessor against such assignee.

14. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the NASPO ValuePoint Master Agreement identified above, and the State of California Participating Addendum to that Master Agreement, the terms of which are incorporated herein by reference. In the event of conflict between the Master Agreement or the State of California Participating Addendum and this Agreement, the Master Agreement and the Participating Addendum shall govern and control. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties, unless the same is in writing and signed by the respective parties hereto.

15. TIME PRICE. If the Toshiba Lease Order Form and Schedule indicates the lease is a Capital Lease, Lessee understands that the Leased Equipment may be purchased for cash (the "Product Cost") or purchased pursuant to this Agreement for an amount of each Lease Payment times the number of Lease Payments, less maintenance, as set forth on the NASPO Lease Order Form and Schedule and this Agreement, plus the \$1 Purchase Option amount stated on the NASPO Lease Order Form and Schedule, and by signing this Agreement, Lessee has chosen to purchase the Leased Equipment for that price. The Product Cost may be determined by dividing the Lease Payment by the lease rate factor set forth on the NASPO Lease Order Form and Schedule. Each Lease Payment under a Capital Lease includes a part of Lessor's investment in the Product Cost and a return on Lessor's investment in the Capital Lease. The total return on Lessor's investment (the total finance charge) is determined by deducting the Product Cost (as determined above) from the Time Price. The difference so determined is the return to Lessor on its investment (the total finance charge). The rate of return (finance rate) may be determined by applying to the Product Cost, the rate that will amortize the Product Cost down to the Purchase Option amount by applying as payments, the Lease Payments. For purposes of that amortization, each Lease Payment will be considered received on the date it is required to be paid under this Agreement.

16. GOVERNING LAW, JURY TRIAL WAIVER. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of California, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT AND THE LEASED EQUIPMENT.

17. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephone, facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above or such other address as the other party may have provided written notice of in accordance with this Section 17. For purposes of computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

18. RESERVED.

19. ELECTRONIC DOCUMENTATION. This Agreement may be executed in counterparts and signed by the parties manually or electronically. The executed counterpart that has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. If Lessee transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. Neither party may raise as a defense to the enforcement of this Agreement that it was signed or transmitted electronically.

SIGNATURE PAGE FOLLOWS



NASPO VALUEPOINT LEASE FOR EQUIPMENT AND MAINTENANCE ORDER FORM

Agreement #

v08272020

LESSEE - BILLING CONTACT INFORMATION

(Separate Order Form must be completed for each billing locations.)

Lessee Legal Name: City of Oxnard		Department Name:		FEIN#
Street Address P.O. Box: 300 W Third St			Bldg/Room/Suite:	
City: Oxnard	State: CA	Zip 93030	Billing Contact Name:	
Bill-To Phone Number:	Email:		Fax Number:	

LESSEE INSTALLATION LOCATION

Lessee Legal Name:			Department Name:		
Street Address P.O. Box:			Bldg/Room/Suite:		
City:	State:	Zip:	Contact Name:		
Phone Number:		Email:		Fax Number:	

EQUIPMENT LEASE WITH SEPARATE MAINTENANCE PLAN

☐ INCLUDE INSURANCE ADDER	EQUIPMENT LEASE TYPE					LEASE TERM				
	☒ Fair Market Value ☐ \$1 Buyout ☐ Straight Lease					☐ 24 Mo ☐ 36 Mo ☐ 48 Mo ☒ 60 Mo				
ITEM DESCRIPTION (If insufficient space, use Schedule A to this Lease Order form and enter below "See Order Form Schedule")	EQUIPMENT LEASE		MAINTENANCE & SERVICES (M&S) PLAN					☐ Include Staples		
	EQUIPMENT LEASE % or RATE- FOR SOUT LEASES ONLY	EQUIPMENT LEASE PAYMENT	ZERO BASE B&W CPC	ZERO BASE COLOR CPC	MAINT. OPTION NUMBER 1, 2, 3	MONTHLY VOLUME (BW)	MONTHLY BASE CHARGE (BW)	BW OVERAGE RATE	COLOR OVERAGE RATE	
SEE SCHEDULE		\$					\$			
		\$					\$			
		\$					\$			
		\$					\$			
		\$					\$			
		\$					\$			
		\$					\$			
		\$					\$			
		\$					\$			
		\$					\$			

Sum of Monthly Equipment Lease Payments: \$12,430.68	Sum of Monthly Base Charges: \$
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	TOTAL MONTHLY PAYMENT: Equipment Lease Payment + Monthly Base Charge (If Applicable) \$12,430.68	Personal Property Tax Required ☐
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NASPO VALUEPOINT ADMIN FEE RATE: 0.25% STATE ADMIN FEE RATE (If Applicable):

Special Instructions/Additional Information (e.g. equipment models upgraded; Buyout details; etc.):

TERM & PAYMENT SCHEDULE (All Payments are exclusive of sales and use tax)

Sales/Use Tax Exempt ☐ Yes ☒ No		Tax-Exempt No. [Attach Tax Exemption]	PO Issued ☐ yes ☒ No	
		PO #		
Payment Cycle: Monthly Billing		Document Fee: \$75.00 included in the 1 st invoice		
THIS ORDER FORM INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT				
LESSOR: Toshiba America Business Solutions, Inc.		Title:	Date:	
SIGNATURE:				
LESSEE:		Title:	Date:	
SIGNATURE				

DEPT. NAME	DIV NAME / CODE	STREET ADDRESS	FLOOR	ROOM / SUITE	CITY	ST	ZIP	PO #	TOSHIBA MODEL	CONFIGURATION SUMMARY / ITEM DESCRIPTION	LEASE TYPE- FMV, STRAIGHT, \$1 BUYOUT	LEASE TERM- 18,24,36,48, 60	EQUIPMENT LEASE PAYMENT (with PPT)	MAINTENANCE PLAN					
														No Base Plan, Only CPC for Usage	MAINT. OPTION 1, 2 OR 3	INCLUDED BASE NUMBER OF COPIES	MAINT. MONTHLY BASE CHARGE	B&W OVERAGE RATE	COLOR OVERAGE RATE
Special Districts Equipment Yard		1060 Pacific Ave			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Wilson Senior Center		350 N C St			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Del Norte 2nd Floor		111 S Del Norte BL	2nd Floor		Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Housing - Affordable Housing		435 S D St	1st		Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Oxnard ASES Program- Recreation		350 S K St			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Equipment Bldg 2 Fleet		1060 Pacific Ave			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Wastewater Source Control		6001 S Perkins 5700 Perkins	2nd Floor		Oxnard	CA	93033		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
PAL Program		251 S K St			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Special District		1060 Pacific Ave Bldg 1			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Public Works Admin 2nd FI		305 W Third St	2nd Floor		Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
South Oxnard Center		200 E Bard Rd			Oxnard	CA	93033		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Housing		1500 Camino Del Sol			Oxnard	CA	93030		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Water Blending Station #3		1700 Solar Dr			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
WWTP Maintenance		6001 Perkins Rd			Oxnard	CA	93033		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Fire Academy		491 S K St			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Recreation		350 S K St			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
City Corps		701 S G St			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
River Ridge Golf Course		2401 S Vineyard			Oxnard	CA	93036		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
B&L Service Center Front Desk		214 S C St			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Police Dispatch		251 S C St			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Housing - Public Housing		300 N Marquita			Oxnard	CA	93030		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Housing - Public Housing		5200 Squires Dr			Oxnard	CA	93033		Toshiba ES3528A	A3 B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited
Public Works Admin 3rd FI		305 W Third St	3rd		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$ -	Unlimited	Unlimited

Service Center NE - Building & Engineering (Planning)		214 S C St			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Service Center SW - Planning		214 S C St			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
B&L Service Center NW		214 S C St			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Fire Department 2nd Floor		214 S C St	2nd Floor		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Library		251 S A St			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Recreation Dept #1		305 W Third St	1st		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Recreation Dept #2		305 W Third St	1st		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
City Clerks 4th Fl		300 W Thrid St	4th		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Community Development		214 S C St			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
IT Department 2nd Fl		300 W Thrid St	2nd Floor		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
City Manager		300 W Thrid St	4th		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Water Dep 2nd Floor		251 S Hayes	2nd Floor		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Purchasing		300 W Thrid St	3rd		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Fire Department 1st floor		360 W Second St	1st		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Water Dept Meter Shop		251 S Hayes			Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Police Narcotics		300 Sturgis Rd			Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Human Resources		300 W Thrid St	1st		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Police Dept 2nd Floor		251 S C St	2nd Floor		Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Housing - Public Housing		300 N Marquita			Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Housing - Section 8		1470 Colonia Rd			Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
Housing - Administration		435 S D St	2nd Floor		Oxnard	CA	93030		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
WWTP - Ray Trevino		6001 Perkins Rd			Oxnard	CA	93033		Toshiba ES6527ACT	A3 COLOR/B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
South Oxnard Library		4300 Saviers Rd			Oxnard	CA	93033		Toshiba ES6529A	A3 B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited
POLICE - ADMIN 1ST FL		251 S C St	1st		Oxnard	CA	93030		Toshiba ES6529A	A3 B&W System	FMV	60		Yes			0 \$ -	Unlimited	Unlimited

POLICE - RECORDS - 2ND FL		251 S C St	2nd Floor		Oxnard	CA	93030		Toshiba ES6529A	A3 B&W System	FMV	60		Yes		0	\$	-	Unlimited	Unlimited
COMMUNITY DEVELOPME NT		214 S C St			Oxnard	CA	93030		Toshiba ES6529A	A3 B&W System	FMV	60		Yes		0	\$	-	Unlimited	Unlimited
HOUSING - SECTION 8		1470 Colonia Rd			Oxnard	CA	93030		Toshiba ES6529A	A3 B&W System	FMV	60		Yes		0	\$	-	Unlimited	Unlimited
HOUSING - APPLICATION S		1470 Colonia Rd			Oxnard	CA	93030		Toshiba ES6529A	A3 B&W System	FMV	60		Yes		0	\$	-	Unlimited	Unlimited
Water Pure		5700 Perkins Rd	1st		Oxnard	CA	93033		Toshiba ES3025AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$	-	Unlimited	Unlimited
Human Resources		300 W Thrid St	1st		Oxnard	CA	93030		Toshiba ES4525AC	A3 COLOR/B&W System	FMV	60		Yes		0	\$	-	Unlimited	Unlimited
Public Works Engineering		305 W Third St	2nd Floor		Oxnard	CA	93030		KIP 740C Multifunction	Wide Format Color/BW	FMV	60		CPC		0	\$	206.00	\$0.024	\$0.024

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-24-70-46-08

Multi-Function Devices and Related Software, Services, and Cloud Solutions
Colorado NASPO ValuePoint Master Agreement Number 188037
Toshiba America Business Solutions, Inc. (Contractor)

This Participating Addendum Number 7-24-70-46-08 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Toshiba America Business Solutions, Inc. (hereafter referred to as "Contractor") under the lead state of Colorado NASPO ValuePoint Master Agreement Number 188037.

1. SCOPE

- A. This Participating Addendum covers the purchase of Multi-Function Devices and Related Software, Services, and Cloud Solutions under the Colorado NASPO ValuePoint Master Agreement. The Colorado NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Colorado NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin August 1, 2024, or upon signature approval by the State whichever occurs later, and will end July 31, 2026, or upon termination by the State, whichever occurs first.
- B. Lead state amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be up to 120 days after the Participating Addendum expiration date.

Participating Addendum 7-24-70-46-08**3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS**

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
- 1) General Provisions – Information Technology (DGS PD-401 IT), effective 6/21/2022
 - 2) General Provisions – Information Technology – Cloud Computing – Software as a Service (SaaS), effective 6/21/2022
 - 3) Cloud Computing Special Provisions for Software as a Service (SaaS), effective 03/15/2018.
- B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-24-70-46-08
 - 2) Colorado NASPO ValuePoint Master Agreement Number 188037

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Colorado NASPO ValuePoint Master Agreement Number 188037 are allowed under this Participating Addendum:

Products and Services:

- Group A – Multi-Function Devices, A3 – OEM only
- Group B – Multi-Function Devices, A4 – OEM and Non-OEM
- Group D – Single-function Printers – OEM and Non-OEM
- Group E – Large/Wide Format Equipment – OEM and Non-OEM
- Group G – Software – OEM and Non-OEM
- Group H – Consumable Supplies – OEM and Non-OEM
- Group I – Managed Print Services
- Sub-Group G1 – Software Related Services
- Sub-Group D1 - Specialty Printers (3D, receipt, barcode label, card, cable) – OEM and Non-OEM

Participating Addendum 7-24-70-46-08**6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)**

- A. The following restrictions apply to state agency purchases under this Participating Addendum:
- 1) Leasing and Rental
 - 2) Products:
 - a) Remanufactured Equipment
 - b) Imaging equipment that is not Energy Star certified
 - c) Software containing “click wrap” agreements
 - d) Not Specifically Priced (NSP) items not listed or priced in the NASPO ValuePoint Master Agreement Price Lists
 - 3) Services:
 - a) Mail Room Services
 - b) Network and Data Security
 - c) Records Management
- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

7. PRICING

- A. Contractor’s pricing is outlined in the Colorado NASPO ValuePoint Master Agreement Number 188037.
- B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Colorado.

8. AUTHORIZED RESELLERS

- C. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
- 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.
 - 2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

Participating Addendum 7-24-70-46-08

- D. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- E. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- F. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the Participating Addendum. Contractors shall notify the State in writing of any deleted Authorized Resellers or changes to current Authorized Resellers' information at any time.
- G. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- H. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

Subcontractors will not be used for this Participating Addendum.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-24-70-46-08.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Postconsumer Recycled-Content Certification form](https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/) (<https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/>) upon request by the state agency.

Participating Addendum 7-24-70-46-08

12. DELIVERY

- A. Delivery shall occur within thirty (30) days after receipt of order, or as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

- A. Payment will be made in accordance with General Provisions – Information Technology Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.

Participating Addendum 7-24-70-46-08

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)

B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

C. The administrative fee shall not be invoiced or charged to the ordering agency.

D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.

E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.

F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

Participating Addendum 7-24-70-46-08

G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Jeff Ballard
Phone:	(949) 462-6327
Email	Jeff.ballard@tabs.toshiba.com
Address:	Toshiba America Business Solutions, Inc. Attn: Jeff Ballard 25530 Commercentre Drive Lake Forest, CA 92630

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Yolanda Tutt
Phone:	(279) 946-8401
Email	yolanda.tutt@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

Participating Addendum 7-24-70-46-08

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon thirty (30) days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Participating Addendum 7-24-70-46-08**21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING**

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a [GenAI Reporting and Fact Sheet \(STD 1000\)](#) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the State Contract Administrator.

22. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing this Participating Addendum, Contractor agrees to offer the same products/services available on the Colorado NASPO ValuePoint Master Agreement Number 188037 at prices equal to or lower than the prices on that agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Agency Name

Julie

Matthews

Digitally signed by Julie
Matthews
Date: 2024.07.31 08:18:43
-07'00'

7/31/2024

Authorized Signature

Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

Toshiba America Business Solutions, Inc.

Contractor Name

Authorized Signature

Date Signed

Larry White, President and CEO

Printed Name/Title of Person Signing

25530 Commercentre Dr., Lake Forest,
CA 92630

Address



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.1

DATE: June 26, 2025

TO: City Council

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

SUBJECT: Sixth Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Refuse Collection Vehicles for the Environmental Resources Division. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Sixth Amendment to a Rental Agreement with Big Truck Rental, LLC in the amount of \$1,226,541 for a new total not-to-exceed \$6,304,576 and extend the term to June 30, 2026, for the rental of refuse collection vehicles.

(This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on June 27, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/tBr464tbdoA>

BACKGROUND

On June 30, 2020, the Council approved Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) in the amount of \$621,600 through June 30, 2021, for the rental of seven refuse collection vehicles for the Environmental Resource (ER) Division of Public Works. On October 20, 2020, Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR). Below is the history of Agreement A-8221 and the amendments:

Table 1

Agreement A-8221	COUNCIL DATE	CUMULATIVE AMOUNT	TERM DATE
Original Agreement	June 30, 2020	\$621,600	June 30, 2021
First Amendment	June 15, 2021	\$1,243,200	June 30, 2022
Second Amendment	December 20, 2021	\$1,707,200	June 30, 2022
Third Amendment	June 21, 2021	\$3,168,800	June 30, 2023
Fourth Amendment	June 6, 2023	\$4,463,035	June 30, 2024
Fifth Amendment	June 27, 2024	\$5,078,035	June 30, 2025
<i>Sixth Amendment</i>	<i>June 26, 2025*</i>	<i>\$6,304,576</i>	<i>June 30, 2026</i>

DISCUSSION

ER is requesting a 12-month extension to its contract with BTR due to the aging condition of its refuse collection vehicles. The department currently owns and operates 74 refuse collection vehicles to support its daily operations; however, an aging fleet, preventative maintenance schedules, repairs, and U.S. Department of Transportation (DOT) inspections (every 90 days) impact availability and efficiency. As a result, ER may need to rent between five and ten refuse collection vehicles per month to maintain reliable residential and commercial services. The availability of refuse collection vehicle rental supplements ER's collection fleet to provide uninterrupted daily service. The rental agreement with Big Truck Rental (BTR) provides ER with the flexibility to rent refuse collection vehicles as needed and return them without penalty.

In 2024, a Cost of Service (COS) was performed and new ER rates were adopted by the City Council, which included funding for refuse vehicle replacements. Aligned with the COS, revenue is expected to be generated from Fiscal Years 2024-25 through 2028-29 to support the acquisition, lease-purchase, and/or leasing of refuse collection vehicles needed to replace aging units or meet State zero-emission requirements. City staff will perform a comprehensive analysis to identify the most cost-effective procurement strategy. ER continues to rent refuse collection vehicles because, currently, sufficient capital does not exist to purchase new ones.

ER is in the process of finalizing a comprehensive refuse collection vehicle replacement plan, which includes Zero-Emission Vehicles (ZEVs). ER plans to return to the City Council as early as FY 2025-26 to recommend the purchase of new refuse collection vehicle(s). In the meantime, the rental of refuse collection vehicle(s) remains essential to ensure uninterrupted services, given the high rate of refuse collection vehicle repairs, routine maintenance, and DOT requirements.

The current weekly rental cost for each refuse collection vehicle ranges between \$2,500 to \$2,875, depending on the model. The following table provides details on the estimated purchase cost for refuse collection vehicles used by ER:

Product Family Vehicle Type:	2025 Estimated Purchase Amount Compressed Natural Gas (CNG) Vehicle*	2025 Estimated Purchase Amount ZEVs*	Estimated Lead Time:
Front Loader	\$550,000	\$1,212,000	6-12 months
Side Loader	\$550,000	\$1,204,000	6-12 months
Roll Off	\$415,000	\$1,100,000	16-24 months
Transfer Semi	\$230,000	\$900,000	24-36 months

*These amounts do not reflect any potential impacts due to tariffs

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 Sixth Amendment to Agreement A-8221 with BTR shall not exceed \$1,226,541 for a total new agreement value of \$6,304,576. Funding for FY 2025-26 has been programmed in the Environmental Resources Fund (631) Proposed Budget for Council consideration. In alignment with the recently completed Environmental Resources (ER) Division COS Study, it is anticipated that sufficient revenue will be generated between Fiscal Years 2025–26 to support the rental of refuse collection vehicles.

ESTIMATED SPENDING PLAN	
ER Fund/Account	FY 2025-26
6313630-57000	\$100,000
6313632-57000	\$820,800
6313633-57000	\$255,741
6313636-57000	\$50,000
TOTAL	\$1,226,541

COMMITTEE OUTCOME

This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on June 27, 2024.

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. Sixth Amendment A-8221
2. Original Agreement A-8221 and Amendments
3. Presentation

SIXTH AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Sixth Amendment (“Sixth Amendment”) to the Master Equipment Lease/Rental Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation (“City”), and Big Truck Rental, LLC (“BTR”). This Sixth Amendment amends the Agreement entered into on June 16, 2020, by City and BTR. The Agreement previously has been amended on June 15, 2021, by a First Amendment, on December 21, 2021, by a Second Amendment, on June 21, 2022, by a Third Amendment, on June 20, 2023 by a Fourth Amendment, and on June 27th, 2024 by a Fifth Amendment.

City and BTR agree as follows:

1. The reference to the Exhibit C-1 everywhere it is listed in the Agreement is hereby amended to the Exhibit C-2. The Exhibit C-1 is hereby disincorporated and replaced with Exhibit C-2, which contains the current rental rates, vehicle identification information, use miles and hours. Exhibit C-2 is attached hereto and incorporated herein by this reference.
2. The term of the Agreement shall be extended for an additional twelve (12) months, effective July 1, 2025, through June 30, 2026, no further extensions shall be granted. The vehicle lease terms and rates as set forth in Exhibit C-2 operate on a month-to-month basis.
3. The value of the original agreement and all the amendments, including this amendment, shall not exceed \$ 6,304,576.00.
4. 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

BIG TRUCK RENTAL, LLC

☐ Luis A. Mc Arthur, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

Scott Smith, Date
Director of Municipal Sales

Eric Voss,³ Date
Vice President, Sales

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, Date
City Attorney (always require

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.

EXHIBIT C-2

BTR SUPPLEMENTAL AGREEMENT



Company Address 4221 W. Boy Scout Blvd
Suite 400
Tampa, FL 33607

Prepared By Liz Stevenson

Phone (813) 725-3505

Created Date 5/1/2025

Email estevenson@bigtruckrental.com

Quote Number 00055567

CUSTOMER INFORMATION

Billing Customer City of Oxnard

Billing Contact Brian Yanez

Billing Address 111 S Del Norte Blvd
Oxnard CA 93030

Billing Email brian.yanez@oxnard.org

Billing Phone 805-200-5412

Rental Customer City of Oxnard

Shipping Contact Jose Arreola

Shipping Address 1060 Pacific Avenue Building 2
Oxnard CA 93030
United States

Shipping Email jose.arreola@oxnard.org

Shipping Phone 805-385-8011

Shipping Mobile 805-417-7374

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	License Plate	Miles	Hours	Truck Location
4023062	2024	Mack	LR 64R	1M2LR2GC3RM008707	Side Loader	DD08HQ			1060 Pacific Ave, Bldg 2 Oxnard, CA 93030
4024048	2025	Peterbilt	520	3BPDLK0X5SF697171	Side Loader	DD61FF	7,375	946	10429 Sultana Avenue Fontana, CA 92337 United States
4023121	2024	Peterbilt	520	3BPDLK0X6RF116738	Side Loader	DD15HQ	0	0	
4023132	2024	Peterbilt	520	3BPDLK0X0RF116749	Side Loader	DD62HQ			1060 Pacific Ave, Bldg 2 Oxnard, CA 93030
4023150	2024	Peterbilt	520	3BPDLK0X7SF694921	Side Loader	DD54HY	1,988	47	1090 Pacific Avenue Building 2 Oxnard, CA 93030 United States
4024044	2025	Peterbilt	520	3BPDLK0X3SF697167	Side Loader	DD13FC			
2024005	2025	Peterbilt	520	3BPDLK0X9SF697223	Front Loader	DD58FA	0	0	1090 Pacific Avenue Building 2 Oxnard, CA 93030 United States
2024027	2025	Peterbilt	520	3BPDLK0X8SF697245	Front Loader	DD30FI	3,063	69	1090 Pacific Avenue Building 2 Oxnard, CA 93030 United States

Pricing Details

Asset Number	Line Item Description	Quantity	Sales Price	Total Product Price	Security Deposit	Rental Start Date	Rental End Date
4023062	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025
4024048	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025
4023121	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025

BTR SUPPLEMENTAL AGREEMENT



4023132	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025
4023150	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025
4024044	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025
2024005	COMPLETE FLEET FL ONGOING	4.00	\$2,725.00	\$10,900.00	\$0.00	7/1/2025	7/30/2025
2024027	COMPLETE FLEET FL ONGOING	4.00	\$2,725.00	\$10,900.00	\$0.00	7/1/2025	7/30/2025

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$92,000.00	Total Amount Due	\$92,000.00
Total Security	\$0.00		
Deposit			
Total Transportation	\$0.00		
Cost			

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Pricing shown reflects the 4 weeks rental rate for trucks that are currently on rent with City of Oxnard and is based on OMNIA Partners national cooperative contract# 2019000319. Pricing is based on 12 month extension starting July 1, 2025 through June 30th, 2026 and trucks will be billed in 30 day increments throughout the contract.

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

BTR SUPPLEMENTAL AGREEMENT



FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

CUSTOMER

CUSTOMER NAME:

BY:

(Signature)

PRINT NAME:

TITLE:

PURCHASE ORDER #:

DATE:

TAX ID #:

STATE:

____ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.

MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Master Equipment Lease/Rental Agreement ("Agreement"), dated as of June 16, 2020, is entered into between City of Oxnard ("Customer"), with offices at 111 S. Del Norte Blvd. and Amrep Manufacturing Company, LLC ("Amrep"), with offices at 1555 S. Cucamonga Ave., Ontario, CA 91761.

- 1) **LEASE/RENTAL OF EQUIPMENT; TITLE.** Amrep agrees to lease/rent to Customer, and Customer agrees to lease/rent from Amrep, the equipment as described more fully in attached Schedule(s), as amended and/or supplemented from time to time, executed by Customer and Amrep and made part of this Agreement (individually, an "item of Equipment" and collectively the "Equipment"). Customer acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest under the terms and conditions of this Agreement. Amrep shall have the right to file UCC financing statements, including, without limitation, continuation statements, covering any item of Equipment and setting forth Amrep's interest therein.
- 2) **TERM OF AGREEMENT; DELIVERY OF EQUIPMENT.** The Agreement shall become effective with respect to each item of Equipment on the date such item of Equipment is delivered by Amrep to Customer, and shall continue for the term specified on the applicable attached Schedule(s) (each a "Term"), unless terminated earlier pursuant to the provisions hereof. Customer shall take delivery of each item of Equipment F.O.B. City of Oxnard Yard within ten (10) days of the last party to sign this Agreement.
- 3) **RENT.** Customer shall pay Amrep the sum of \$7,400.00 per month per item of Equipment ("Rent") for the right to possess and use each item of Equipment during the Term. The first month's lease/rent payment for each item of Equipment on the attached Schedule(s) is due upon signing this Agreement. Subsequent lease/rent payments are due by the 5th of each subsequent month of the Term. Any other amounts hereunder are due within 10 days of the date of the related Amrep invoice.
- 4) **ACCEPTANCE AND INSPECTION.** By accepting delivery of any Equipment, Customer acknowledges and accepts the warranty and limitations set forth in Section 5 and Section 6, respectively, and further acknowledges and represents that Customer has inspected each piece of Equipment and concluded this it is in proper operating or serviceable condition and that it has been selected by Customer as adequate and sufficient for Customer's intended uses. Customer is responsible to provide all O.S.H.A., federal, state and local required safety equipment. Customer assumes all responsibility for the care and use of each item of Equipment and agrees to pay Amrep, in addition to the Rent and all other amounts required to be paid to Amrep hereunder, an amount equal to all damages to and losses with respect to any item of Equipment.
- 5) **LIMITED WARRANTY.** Amrep leases/rents each item of Equipment to Customer pursuant to the Amrep Limited Warranty (attached hereto as Schedule B and incorporated herein). The remedies set forth therein are Customer's sole and exclusive remedies and Amrep's entire liability for any breach of the limited warranties set forth herein.
- 6) **LIMITATION OF LIABILITY.** Amrep's liability whether in contract or otherwise, with respect to this Agreement and/or any item of Equipment shall in no event exceed the amount received by Amrep from Customer under this Agreement attributable to such item of Equipment. Amrep shall not be liable for, and Customer waives and releases Amrep for any direct, indirect, incidental or consequential damages or losses resulting from the operation or use of any item of Equipment,



including, without limitation, damages for loss of business profits or business interruption, claims due to the non-performance of any item of Equipment, the inability of any item of Equipment to perform a task, repair time required for any item of Equipment and/or any other cause.

7) **AMREP'S REPRESENTATIONS and COVENANTS.** Provided Customer is not in default, Amrep shall not interfere with Customer's quiet enjoyment of the Equipment during the Term.

8) **CUSTOMER'S REPRESENTATIONS and COVENANTS.**

- a) **Permits.** All Permits required for Customer to lease/rent and/or use the Equipment shall be obtained by Customer and shall be valid and in full force and effect. All fees and charges with respect to any permits required to lease/rent and/or use the Equipment shall be paid in full. No event has, or shall occur that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any such permit.
- b) **Compliance with Laws.** Customer shall comply with all contractual obligations hereunder and applicable laws except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a material adverse effect.
- c) **Liens.** Customer shall keep the Equipment free and clear of all Liens.
- d) **Subleases.** Customer shall not allow, nor enter into any sublease of the Equipment.
- e) **Taxes and Fees.** Customer acknowledges that the Rent payments are exclusive of any federal, state or local taxes and license and registration fees now in force or hereafter imposed, unless otherwise specified herein or on the attached Schedule(s). Customer shall pay all sales, use and other taxes and all fees and charges that are levied on any item of Equipment during the Term. Customer shall also pay all taxes (other than income taxes) that are charged to Amrep by reason of Amrep's interest in any item of Equipment. Further, Customer shall be responsible for other strictly usage-related fees, including but not limited to parking, storage, towing and tolls.
- f) **Accident Reporting.** Customer shall notify Amrep within twenty-four (24) hours of any accident or occurrence involving any item of Equipment in which a person or property is, or is claimed to be, injured or damaged.

9) **CUSTOMER'S USE OF THE EQUIPMENT.**

- a) **Customer's Possession.** Customer may not move the Equipment from California without Amrep's prior written consent.
- b) **Personal Property.** The parties intend that the Equipment remains at all times personal property and not a fixture under applicable law. Customer shall not affix or attach any insignia or markings to, or paint over any areas of the Equipment, or attach the Equipment to real property or any improvements without the prior written approval of Amrep.
- c) **Operation.** Customer shall operate the Equipment only for its intended purpose and exclusively in connection with Customer's business.
- d) **Inspection.** Customer shall permit Amrep (through any of its officers, employees, or agents) on reasonable notice to inspect the Equipment during regular business hours, and in compliance with Customer's reasonable security procedures.

10) **MAINTENANCE AND USE.** Subject to reasonable and normal wear and tear, unless otherwise stated in the attached Schedule(s), Customer shall keep each item of Equipment in good operating condition and repair and shall pay the costs of all repairs to each item of Equipment. Customer shall notify Amrep of any repair or maintenance due on each item of Equipment and shall have such repairs or maintenance done at an Amrep approved and authorized provider. Customer shall provide and pay for all gas, oil, anti-freeze fluid, lubrication and routine servicing for each item of Equipment. All service and repairs shall be done when needed and in compliance with Law, but in

any event no less often than as set forth in the Amrep owner's manual for such item of Equipment (receipt of which owner's manual is hereby acknowledged by Customer). Tread depth measurements of the Equipment's tires shall be made and documented immediately prior to the delivery of the Equipment. All tire repair and servicing shall be the responsibility of the Customer, unless otherwise stated on the attached Schedule(s). Customer shall provide to Amrep a record of all the foregoing maintenance and repair.

Customer agrees not to cause or permit Customer's drivers, employees or agents to make any repairs or adjustments to any item of Equipment or to tamper with the governors on any item of Equipment. Customer shall further abide by Amrep's directions concerning any emergency repair services. Amrep shall not be responsible for any repair of or service to any item of Equipment by a third party unless expressly authorized in advance by Amrep. Customer shall not subject any item of Equipment to misuse, abuse, negligence or excessive use.

- 11) **LOSS.** While the Equipment is leased/rented hereunder, Customer shall bear all risk of loss, damage, destruction, theft, condemnation, injury, cost, expense, claim or liability to, of or from such Equipment from any cause whatsoever ("Loss"). Customer shall notify Amrep in writing within 24 hours of any such Loss.
- 12) **INSURANCE.** Customer shall obtain and maintain at its expense on an occurrence basis the following minimum insurance coverages: (i) worker's compensation insurance as required by applicable law; (ii) employer's liability insurance in the minimum amount of \$1,000,000 per occurrence; (iii) commercial general liability insurance including products coverage, contractual liability in a minimum amount of \$2,000,000 per occurrence; (iv) comprehensive automobile liability insurance applicable to all owned and non-owned vehicles brought on site in a minimum amount of \$1,000,000 per occurrence; (v) excess of (ii), (iii) and (iv) above, liability insurance in the additional minimum amount of \$5,000,000 per occurrence. Furthermore, Customer shall be responsible to provide "all risk" property damage insurance to cover direct physical loss, damage or destruction to the Equipment based on replacement value with Amrep named as "Loss Payee." The insurance coverage may be written with deductible amounts acceptable to the Amrep. Lessor, its parents, subsidiaries and affiliates, and each of their respective directors, officers, employees, representatives and agents, shall be named as additional insured by endorsement on (iii) and (iv) above, including excess liability, and shall provide a certificate of insurance evidencing these coverages upon Lessor's request.
- 13) **USE, LOCATION AND MARKING OF EQUIPMENT.** Customer shall have the sole use, control and responsibility for each item of Equipment until it is returned to Amrep. Customer hereby affirms that it is leasing/renting each item of Equipment for a business or commercial purpose and that no item of Equipment shall be used for personal, family or household uses. Customer shall obey all federal, state and local Laws and regulations in using each item of Equipment and shall only allow any item of Equipment to be used by competent and qualified personnel. Customer shall use each item of Equipment only in California unless Amrep gives Customer written permission to use it in another state. In no event shall Customer transport or use any item of Equipment outside California without obtaining the prior written consent of Amrep, which consent may be granted or withheld in Amrep's sole and absolute discretion. Customer shall not modify any item of Equipment, tamper with or disable the odometer, or place any sign or mark on any item or Equipment without Amrep's consent and Customer shall pay the costs of repair and/or removing the modification or sign or markings and all needed repairs that are caused by such removal.

14) **TITLE AND OWNERSHIP.** The Equipment shall at all times remain the property of Amrep and Customer shall have no right or property interest therein during the Term of this Agreement. Amrep shall have the right to display notice of its ownership of the Equipment by affixing an identifying plate, stencil or other indicia of ownership on any item of Equipment. Upon Amrep's request, Customer shall execute and pay all filing costs of UCC financing statements, including, without limitation, continuation statements, deemed appropriate by Amrep, covering any item of Equipment and setting forth Amrep's interest therein. Customer shall not pledge, encumber or permit any lien to attach to any item of Equipment.

15) **TERMINATION and DEFAULT.**

- a) **Termination.** Except as otherwise set forth herein, this Agreement shall terminate with respect to each item of Equipment upon the occurrence of all of the following events with respect to each item of Equipment: (i) the end of the Term of this Agreement for such item of Equipment; (ii) the return of such item of Equipment to Amrep in the required conditions, and (iii) the payment by Customer of all amounts owed to Amrep under this Agreement. Notwithstanding the foregoing, Amrep may (x) immediately terminate this Agreement pursuant to Section 15(c) in the Event of Default and (y) terminate this Agreement upon giving 30 days' prior written notice to Customer, at Amrep's sole and absolute discretion.
- b) **Events of Default.** Time is of the essence of this Agreement. Each of the following events is an "Event of Default" under this Agreement: (i) Customer fails to pay on or before the due date the full amount of Rent or any other payment due hereunder; (ii) if Customer violates, neglects, defaults, neglects or fails in the observance or performance of any other term, covenant or condition of this Agreement and fails to remedy such default within 5 business days after notice of such default by Amrep to Customer; or (iii) Amrep reasonably deems any item of Equipment to be in danger of misuse, confiscation, damage or destruction.
- c) **Remedies.** If an Event of Default occurs and is continuing, Amrep may, in its sole discretion, exercise one or more of the following remedies, immediately and without legal proceedings or notice to Customer (and at Customer's expense) and without liability for any damages occasioned thereby (i) declare this Agreement in default; (ii) terminate this Agreement in whole or in part; (iii) take possession of, or render unusable, the Equipment wherever it may be located, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such action; (iv) require Customer to deliver the Equipment at a location designated by Amrep; (v) proceed by court action to recover all damages and expenses incurred by Amrep by reason of any Event of Default; or (vi) exercise any other right or remedy available to Amrep at law or in equity.

Customer hereby expressly waives any rights it may have to possession of any item of Equipment after default and all claims it may have for damages or injuries suffered through or loss caused by any repossession, sale or other disposition of any item of Equipment hereunder. Nothing herein contained shall require Amrep to re-lease, re-rent, sell or otherwise dispose of any item of Equipment.

Amrep's shall have all of the rights and remedies permitted at law and equity, and such rights and remedies are cumulative any may be exercised concurrently and repeatedly and the exercise of one remedy shall not be deemed an election of remedies. No waiver of a default is a waiver of any other default or subsequent breach of this Agreement by Customer. In addition to all other charges provided under this Agreement, Customer agrees to pay all removal, freight, storage, labor and other charges and costs insured by Amrep as a result of Customer's breach of this Agreement.

16) Hold Harmless, Defense and Indemnity.

- a) To the fullest extent permitted by law, Amrep shall immediately defend, indemnify, and hold harmless Customer, its legislative and advisory bodies, and the Customer'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 Amrep's performance of this Agreement or Amrep'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. Amrep's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 16 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.
- b) The duty to defend is a separate and distinct obligation from Amrep's duty to indemnify. Amrep shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the Customer Attorney immediately upon tender to Amrep 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 Amrep 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 Amrep 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, Amrep may submit a claim to Customer for reimbursement of reasonable attorneys' fees and defense costs.
- c) The review, acceptance or approval of Amrep's work or work product by any of the Indemnitees shall not affect, relieve or reduce Amrep's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.
- d) Amrep 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 Customer has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Amrep shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that Customer'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. Amrep 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 Customer is held to constitute an infringement and the use of any of the same is enjoined, Amrep, at its own expense, shall: secure for Customer the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Customer; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

- e) Amrep is and shall at all times remain, as to Customer, a wholly independent contractor. Neither Customer nor any of its employees or agents shall have control over the conduct of Amrep or any of its employees, except as stated in this Agreement. Amrep 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 Amrep, and it is free to dispose of all portions of its time which it is not obligated to devote to Customer in such a manner and to such persons, firms, or corporations as Amrep wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Amrep from rendering any services for Amrep's own account or to any other person or entity as Amrep in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Amrep shall perform for the Customer. Except as Customer's Project Manager specifies in writing, Amrep and its employees and agents have no authority, express or implied, to act on behalf of Customer in any capacity, to incur any debt, obligation or liability on behalf of Customer, bind Customer in any manner, or otherwise act on behalf of Customer as an agent. Amrep and its employees are not employees of Customer. Amrep and its employees are not entitled to receive from Customer any of the benefits or rights afforded employees of Customer, 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. Amrep 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 Customer. Amrep agrees to pay all required taxes on amounts paid to Amrep under this Agreement, and to indemnify and hold Customer harmless from any and all taxes, assessments, penalties, and interest asserted against Customer by reason of the independent contractor relationship created by this Agreement. Amrep shall be solely responsible for, and shall save Customer harmless from, all matters relating to the payment of Amrep'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. Customer shall have the right to offset against the amount of any compensation due to Amrep under this Agreement any amount due to Customer from Amrep as a result of its failure to promptly pay to Customer any reimbursement or indemnification arising under this Section.
- f) Amrep 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 Amrep shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

17) **RETURN OF EQUIPMENT.**

- a) **Obligation to Return Equipment.** Customer shall, at its expense, no later than the expiration of the Term or upon termination, whichever first occurs, return the Equipment to the Amrep at the address shown above or to such other place as Amrep may direct.
- b) **Condition of Equipment Upon Return.** Customer shall cause the Equipment returned under this Agreement to (i) be free and clear of all liens (other than Amrep liens, if any) and rights of third parties; and (ii) be in the same condition as when delivered to Customer, ordinary wear and tear excepted. If, upon completion of the Term, Amrep determines that any item of Equipment has been subject to excess wear and tear, Customer will be responsible and liable for the cost to restore the item of Equipment to the required condition.

18) **MISCELLANEOUS.**

- a) **Notices.** All formal notices required or permitted under this Agreement shall be in writing and either delivered in person or sent by recorded, certified, registered or recorded express mail service, return receipt requested, postage or courier fees prepaid, to the addresses of the Parties set forth above. Changes in the addresses to which such notices shall be delivered may be made by written notice given in accordance herewith. Routine communications related to this Agreement may be by letter, electronic mail, fax or telephone.
- b) **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- e) **Amendment and Modification.** No amendment to or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each party to this Agreement.
- f) **Waiver.** No provision of this Agreement shall be deemed waived without express written notice of waiver. Failure to demand strict performance in one instance shall not be deemed to waive either Party's right to insist on strict performance in any other instance.
- g) **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.
- h) **Assignment.** Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Amrep, which consent Amrep shall not unreasonably withhold or delay. Any purported assignment in violation of this Section is null and void. No assignment relieves the assigning party of any of its obligations under this Agreement.
- i) **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.
- j) **No Third-party Beneficiaries.** This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- k) **Governing Law.** Any disputes regarding this Agreement shall be determined in the Courts and governed by the laws of the state of California.
- l) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- m) **Force Majeure.** Amrep shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

- n) **Relationship of Parties.** Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Customer is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.
- o) **Attorney's Fees.** In the event Amrep engages an attorney to enforce any provision of this Agreement, Customer agrees to pay to Amrep upon demand an amount equal to Amrep's reasonable attorney's fees, costs and expenses.

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

CUSTOMER: City of Oxnard

By: Tim Flynn

Name: Tim Flynn

Title: Mayor

Date: 6/16/20

AMREP MANUFACTURING COMPANY, LLC

By: _____

Name: Eric L. Mattson

Title: President

Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer

Stephen M. Fischer
City Attorney

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

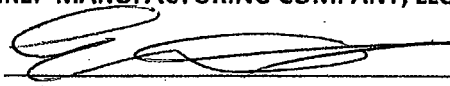
- n) **Relationship of Parties.** Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Customer is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.
- o) **Attorney's Fees.** In the event Amrep engages an attorney to enforce any provision of this Agreement, Customer agrees to pay to Amrep upon demand an amount equal to Amrep's reasonable attorney's fees, costs and expenses.

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

CUSTOMER: _____

AMREP MANUFACTURING COMPANY, LLC

By: _____

By: 

Name: _____

Name: Eric L. Mattson

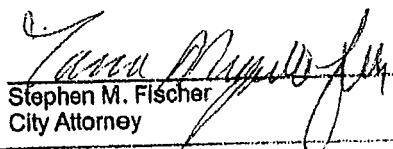
Title: _____

Title: President

Date: _____

Date: 6/1/2020

APPROVED AS TO FORM:



Stephen M. Fischer
City Attorney

SCHEDULE A

AMREP FRONT LOADER REFUSE TRUCKS

EQUIPMENT DESCRIPTION:

- 1. EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
EQUIPMENT VIN:
EQUIPMENT REPLACEMENT VALUE:
COMMENCEMENT DATE:
LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

- 2. EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
EQUIPMENT VIN:
EQUIPMENT REPLACEMENT VALUE:
COMMENCEMENT DATE:
LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

- 3. EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
EQUIPMENT VIN:
EQUIPMENT REPLACEMENT VALUE:
COMMENCEMENT DATE:
LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

CONTINUE FOR ADDITIONAL EQUIPMENT

SCHEDULE B

LIMITED WARRANTY

AMREP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS

Amrep warrants only Products of its manufacture, sold by Amrep, or by an Amrep authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Amrep's obligations under this warranty are limited to the repair, replacement or credit, as hereinafter provided at its option, of such Product and/or parts and components thereof. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Amrep shall endeavor to provide such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Amrep makes no other warranty or other duty of its own on any Product, including those warranted by any such third party, and expressly disclaims and does not obligate itself to any warranty on any Product, unless it delivers to Customer a separate written certificate specifically warranting the Product. Customer must complete a Product Warranty Registration Form, where applicable (retaining a copy for Customer's records) and provide proof of purchase or ownership.

Specific warranty periods are listed herein. Repair or replacement does not extend the warranty beyond the original period and repaired or replaced parts are warranted for the balance of the original warranty period for the original part. Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these Amrep warranties thereto (Customers may also have other specific rights which vary from state to state).

Amrep does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Amrep does not warrant Product that has been altered, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Amrep products without Amrep authorization; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, damage from wildlife, loading or exceeding the manufacturer's rated or recommended capacity; damage from automated grasper; in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Amrep. This warranty does not apply to normal operating costs and adjustments, including but not limited to adjusting pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear. Amrep does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Amrep. Further, Amrep does not warrant any Products that have had serial numbers removed, altered or defaced. Amrep shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law. If Amrep, without separate compensation therefore, furnishes Customer, Customer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the furnishing of such advice or assistance will not subject Amrep to any liability whether in contract, tort (including negligence and strict liability) or otherwise. If any sample, model or demonstration was shown to or provided Customer, such sample, model or demonstration merely illustrates the general type and quality of Product and is not to be construed as a representation. If Amrep authorizes any labor costs associated herewith, such will be solely in accordance with Amrep established labor rates.

Authorization for repairs or related work on Products other than at a Amrep facility or authorized service center must be through prior written consent by Amrep; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Travel time approved in advance by Amrep for authorized service work is limited to two (2) hours maximum per service call.

As the exclusive remedy, provided such Product is manufactured by Amrep and deemed by Amrep to be defective, Amrep shall, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in our discretion); (ii) provide Customer with a credit on its account in an amount equal to the original purchase Price of the defective Product; and/or (iii) require that Customer tender any such claims to the third party manufacturer or supplier of the Product, as applicable, upon which Amrep may endeavor to assist Customer or Customer's customer in resolution. Amrep will accept warranty claims only from the Customer or in the event of Customer's resale, redistribution, installation or other similar action, unless otherwise noted, from Customer's customer, end user or third party that directly purchased the Product through a legitimate action. Amrep reserves the right to examine all Product to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Amrep Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains outstanding.

In any action brought against Amrep, regardless of the form or forum, Amrep shall not be liable to Customer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Amrep in favor of Customer, end user, customer or any third party exceed the amount paid to Amrep by Customer for the Product, to the extent allowed by law. Amrep shall not indemnify Customer, end user, customer or any third party from potential claims by or against a third-party manufacturer or supplier. Further, Amrep shall not indemnify Customer, Customer's customers, end users or any third party against any claims, including but not limited to product liability claims or workers compensation claims. The parties agree that the foregoing remedy is reasonable and does not cause the Amrep's Limited Warranty to fail of its essential purpose.

In the event of Customer's resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Amrep, Customer shall merely and solely pass the applicable Amrep limited warranties herein on to Customer's customer, end user or third party, as applicable, but make no warranty on its own binding Amrep, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of this disclaimer of any Amrep warranty, in writing or otherwise.

Customer and Customer's customers, end users or third parties assume all risk and liability for loss or damage resulting from the handling, use, storage, disposal or application of the Products delivered hereunder. Further, Customer and as applicable, Customer's customers, end users or third parties shall defend, indemnify and hold harmless Amrep (and Amrep's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, individually and collectively "Indemnified Parties") against any and all claims, demands, judgments, loss, injury, death, damage, liability, deficiency, actions, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Products purchased from Amrep and involving Customer's and/or Customer's customers', end users', or third parties' acts, omissions, negligence, misconduct; or relating to a breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Customer or Customer's personnel; or alleging or relating to any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Customer or its personnel and/or Customer's customers, end users, or third parties; or relating to a purchase of a Product by any person or entity purchasing directly or indirectly through Customer and not directly relating to a claim of Limited Warranty breach; or relating to any failure by Customer or its personnel and/or Customer's customers, end users, or third parties to comply with any applicable laws or regulations. The right of Indemnified Parties to be indemnified and held harmless under the foregoing shall not be exclusive but shall be in addition to any and all other rights and remedies to which Indemnified Parties may be entitled under this Agreement or otherwise.

Customer and/or Customer's customers, end users, or third parties agree to familiarize itself and keep informed (without reliance on Amrep) with regards to any hazards to persons and/or property involved in handling, use, storage, disposal or application of the Products. Customer and/or Customer's customers, end users, or third parties shall advise its employees, customers, independent contractors and others who handle, use, store, dispose or apply such Products of any such hazards. Customer and/or Customer's customers, end users, or third parties represent and warrant that the Products sold by Amrep will not be used in connection with any applications where failure or malfunction could create a situation in which personal injury or death is likely to, or could occur.

THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, AND AMREP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE MAY VOID WARRANTY.

DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE CUSTOMER OR CUSTOMER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE CUSTOMER IN CONNECTION THEREWITH; CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER THIS AGREEMENT, OR THE SUPPLYING OF PRODUCTS TO CUSTOMER OR ANY SERVICES PROVIDED TO CUSTOMER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF AMREP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER'S AND/OR CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST AMREP SHALL BE THE REMEDY OF DEFECT IN PRODUCT DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN AMREP'S LIMITED WARRANTY SET FORTH HEREIN. AMREP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF CUSTOMER AND CUSTOMER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCT OR SERVICES OF AMREP, WHETHER BASED ON CONTRACT, MANUFACTURER, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL AMREP BE LIABLE TO CUSTOMER, CUSTOMER'S CUSTOMER, END USER OR THIRD PARTY, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF CUSTOMER AND CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER.

LIMITED WARRANTY PERIODS

The warranty period for all Amrep Manufacturing Company Products manufactured and provided by Amrep Manufacturing Company or an Amrep Manufacturing Company authorized dealer is for a period of one (1) year structural, parts and labor from the date of shipment from the Amrep Manufacturing Company designated shipping point, unless otherwise specifically indicated as follows:

- Aftermarket Parts – Six (6) months from the date of shipment from the Amrep shipping point
- Service – Six (6) months from the date of completion of service

PROPOSAL

30732 Rental

FOR: City of Oxnard CA 111 South Del Norte Blvd. Oxnard CA ZIP 93030	Contact: Ignacio Carrillo Phone: 805-385-8220 Fax: 805-487-3860 E-Mail: ignacio.carrillo@oxnard.org	Date: 04/09/2020 Salesman: Rob Strange Title: National Sales rstrange@amrepinc.com
CUSTOMER: Oxnard City CA		

DESCRIPTION OF RENTAL EQUIPMENT BODY & CHASSIS

BODY: 21' HX450FL Body Style - 40 Cubic Yard Capacity
 Body Material:

Hopper Lower - 4mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
 Body Lower - 4 mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
 Body Upper - 1/8" Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel

Full Packer Blade

Fixed Side Pocket Forks

Modular Electrical System With Packer Computer and Display

"Plug & Socket" Weather Resistant Harness System

LED Lighting Package With Mid Body Turn Signals

Inside & Outside Air Controls

Body Service Hoist

Broom & Shovel Mounted On Body Shell

20# Fire Extinguisher Mounted On Tandem Fender

Rear Strobe Mounted At Lower Door

CHASSIS : PETERBILT 520 -2020 dealer RUSH TX Stock Number 1049675 Front axle 20,000# Rear Axle 46,000# RT46-160

Paccar MX-11 Allison 4500 RDS Transmission

315/80R 22.5 20 Ply M870 x 10 each

ALCOA 89U637 22.5X9.00 x 10 each

MIRRORS SSTL EACH SIDE HTD & MTRZD P 7-

MIRROR BRKT; INCLUDES DUAL DOOR STOPS

(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER

Radio Running lights Standard & Ecco back up alarm

AWTI TAILGATE CAMERA, 5 GALLON SPILL KIT

Steel Tool Box Peterson Strobe 6 light package

	PRICE	QTY	TOTAL
RENTAL AGREEMENT TERMS PER MONTH PRICING: * RENTAL PERIOD 6 MONTHS (rental can be extended on a month to month basis) * 5 EACH COMMERCIAL FRONT END LOADER * DELIVERY FROM ONTARIO CA TO OXNARD CA NO CHARGE * CONDITION IS: NEW (no prior in service) * 1st Month Rental Fee Due @ Signing & 5th day of each Subsequent Month * All other Terms and Conditions please refer to Lease Agreement Enclosed			
Unit Base Price	\$7,400.00 per month per truck	7	\$51,800.00 monthly

Out Of State Deliveries Must Be Performed By Common Carrier

MONTHLY SUB TOTAL \$51,800.00

TAXES TBD \$

Proposal Valid For 30 Days From Date For Acceptance And

F.O.B.: City of Oxnard DELIVERY: 10 days Upon Receipt of Signed Contract SIGNATURE:	DATE:
--	--------------

	\$0.00
Freight	No Charge
TOTAL	

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized.
 ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the Renter and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation.

x Padilla
California Secretary of State

Step Three: Confirm the Entity and Select the Filing for Submission

C1598693 - AMREP, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS AMREP U.S.A., INC.

Jurisdiction:	DELAWARE
Status:	ACTIVE
Registration Date:	10/21/1987
Agent for Service of Process:	REGISTERED AGENT SOLUTIONS, INC. (C2392069) *
Entity Address:	3330 CUMBERLAND BLVD SUITE 700 ATLANTA GA 30339
Entity Mailing Address:	3330 CUMBERLAND BLVD SUITE 700 ATLANTA GA 30339

IMPORTANT NOTICE REGARDING ONLINE FILING

- ☐ By checking this box, I understand it is my responsibility to select the correct entity, and modifying the record of an incorrect entity may result in civil or criminal liability. I confirm that I have reviewed the Entity Detail information and I have the authority to modify the above entity record.*

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CITY FINANCIALS
Checkbook Explorer
BY THE NUMBERS

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Business Data

based on [Business Data](#)

Businesses with a current Business Tax Certificate

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Classification	RETAIL SALES	WithinCity	No	MailingAddress2	
Units		Telephone	909 923-0430	MailingCity	CHARLOTTE
BusinessName		Opened	02/22/2019	MailingState	NC
AMREP MANUFACTURING COMPANY LL		ControlNum	113565	MailingZip	28211
Address	OUTSIDE OF OXNARD	TaxCertNum	21-124868	OwnershipType	LL
City	OXNARD	Expires	10/31/2020	Location	
State	CA	Owner			
ZipCode	93030	AMREP MANUFACTURING COMPANY			
		MailingAddress1			
		6525 MORRISON BLVD STE 300			



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

- ☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☒ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Legal Business Name: **AMREP, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS AMREP U.S.A., INC.**
2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
 - ☒ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
 - ☒ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
 - ☒ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
 - ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manager/City Council).
 - ☐ Urgent: City Manager approves waiving the formal competitive solicitation, over \$200,000
 - ☒ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.
3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
 - ☐ Comparison to product catalog.
 - ☐ Comparison to similar product/service.
 - ☐ Published price lists.
 - ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
 - ☒ Records of previously bid items that were similar.
 - ☒ Proven industry standard.



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

4. Provide a brief written explanation for this product/services. (forms with this field missing will be returned. You may attach a separate sheet if you prefer) **Refuse collection fleet has been impacted by multiple vehicle breakdowns. In order to maintain operational integrity, the Environmental Resources Division (ER) seeks the rental of seven (7) front loader collection vehicles. ER's current waste collection fleet is Amrep brand vehicles. City drivers have been trained and are familiar with the Amrep vehicle controls and vehicle layouts. Renting non-Amrep front loader vehicles would impact productivity and increase costs to the City as additional specialized training for employees would be necessary. The term of rental is not to exceed one year. ER expects to surrender rented units on a staggered schedule as newly purchased vehicles are delivered from manufacturer.**

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year: 20/21
One-Time Costs (Describe):	
Ongoing Costs (Describe): Monthly Rental of 7 Units	\$51,800/mo.
Annual Total Costs: Add the total by year	\$621,600

6. Period of Performance:

From: July 2020	To: June 2021	Or One-Time Purchase	
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I HEREBY CERTIFY THAT:

- 1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
- 2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: **Public Works – ER**

Requestor Name (Print Name): **Todd Vasquez-Housley**

Please print

Authorized **Department Director** or designee: *Regione*

Please print/sign name

Date:

Below to be processed by Purchasing:

☐

Approved or

☐

Denied

Notes:

Purchasing Buyer:

/ N/A

Under \$25,000

Please Sign

Date:



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing Manager: Daniel Willhite	/	N/A	
Up to \$100,000	Please Sign	Date:	
City Manager: Alexander Nguyen	/	N/A	
\$100,001 to \$200,000	Please Sign	Date:	
Mayor: Tim Flynn	/	<i>Tim Flynn</i>	<i>6/16/20</i>
\$200,001 +	Please Sign	Date:	

Tracking number assigned by the Purchasing Department only.

Tracking #		Not to Exceed Amount:	\$	FY:	
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APPROVED AS TO FORM:

Stephen M. Fischer

Stephen M. Fischer
City Attorney

FRIST AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This First Amendment ("First Amendment") to the master equipment lease/rental agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2021 by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This First Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC (Amrep).

WHEREAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

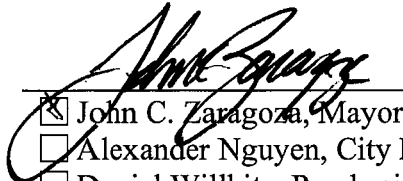
1. The lease/rental terms set forth in Exhibit "A" of the Agreement are hereby extended on a month to month basis for an additional twelve (12) months for a maximum lease/rental term of twenty four (24) months.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

BIG TRUCK RENTAL, LLC

 6-15-21
☒ John C. Zaragoza, Mayor | Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

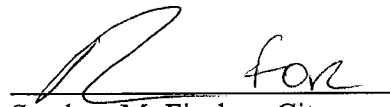
Scott Smith, | Date
Director of Municipal Sales

Eric Voss, | Date
Vice President, Sales

ATTEST:

 6/15/21
Rose Chaparro, City Clerk | Date
(only if Mayor signs)

APPROVED AS TO FORM:

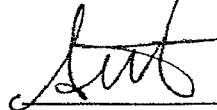
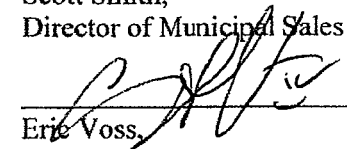
 for 3/24/21
Stephen M. Fischer, City | Date
Attorney (always required)

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

BIG TRUCK RENTAL, LLC

☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

 3/19/21
 Scott Smith, Date
 Director of Municipal Sales
 3.23.21
 Eric Voss, Date
 Vice President, Sales

ATTEST:

 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen M. Fischer, City Date
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

SECOND AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Second Amendment ("Second Amendment") to the master equipment lease/rental ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of December, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Second Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC (Amrep). The Agreement previously has been amended on June 15, 2021, by a First Amendment.

WHEREAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

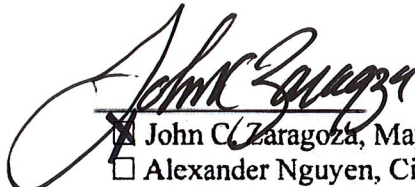
NOW THEREFORE, City and BTR agree as follows:

1. In Section 3 of the Agreement, the selected answer is hereby amended to state: "Customer shall pay BTR the sum of \$7,400.00 per month per item of front loader Equipment and the sum of \$8,750 per month per item of side loader Equipment ("Rent") for the right to possess and use each item of Equipment during the Term. The first month's lease/rent payment for each item of Equipment on the attached Schedule(s) is due upon signing this Agreement. Subsequent lease/rent payments are due by the 5th of each subsequent month of the Term. Any other amounts hereunder are due within 10 days of the date of the related BTR invoice."
2. The following is attached hereto and incorporated herein by this reference into the Agreement: Side Loader Refuse Trucks Exhibit - B
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.

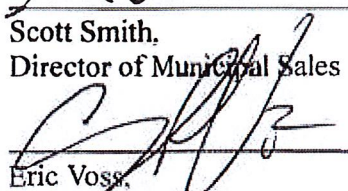
CITY OF OXNARD

 12-21-21
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

 12/21/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

BIG TRUCK RENTAL, LLC

 10/29/2021
Scott Smith, Date
Director of Municipal Sales
 11.1.21
Eric Voss, Date
Vice President, Sales

APPROVED AS TO FORM:

 11/8/21
Stephen M. Fischer, City Date
Attorney (always required)

Exhibit - B Side Loader Refuse Trucks

BTR SUPPLEMENTAL AGREEMENT



Company Address 5001 W. Lemon St.
Tampa, FL 33609
Prepared By Scott Smith

Created Date 10/19/2021
Email scotts@bigtruckrental.com
Quote Number 00022589

CUSTOMER INFORMATION

Billing Customer City of Oxnard
Billing Contact Jose Alvarez
Billing Address 111 S Del Norte Blvd
Oxnard CA 93030
Billing Email jose.alvarez@oxnard.org
Billing Phone 805-814-2716
Billing Mobile 8052072125

Rental Customer City of Oxnard
Shipping Contact Jose Alvarez
Shipping Address 111 South Del Norte Boulevard
Oxnard CA 93030
United States
Shipping Email jose.alvarez@oxnard.org
Shipping Phone 805-814-2716
Shipping Mobile 8052072125

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis VIN	Product Family	License Plate	Miles	Hours
4020074	2021	Peterbilt	520	3BPDLK0X8MF109931	SIDE LOADER	MB68AC	25,472	1,835
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
4020023	2021	Peterbilt	520	3BPDLK0XXMF108313	SIDE LOADER	MB15AI	18,335	1,206

Pricing Details

Quantity	Sales Price	Total Product Price	Transportation Cost
4.00	\$2,187.50	\$8,750.00	\$1,400.00
4.00	\$2,187.50	\$8,750.00	\$6,175.00
4.00	\$2,187.50	\$8,750.00	\$6,175.00
4.00	\$2,187.50	\$8,750.00	\$6,175.00
4.00	\$2,187.50	\$8,750.00	\$6,175.00
4.00	\$2,187.50	\$8,750.00	\$6,175.00
4.00	\$2,187.50	\$8,750.00	\$6,175.00
4.00	\$2,187.50	\$8,750.00	\$1,400.00

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$70,000.00	Total Amount Due	\$109,850.00
Total Security Deposit	\$0.00		

BTR SUPPLEMENTAL AGREEMENT



Total Transportation \$39,850.00
Cost

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Pricing is for the monthly (4 week) rental rate of 8 automated side loaders and is based on OMNIA Partners national cooperative contract #2019000319

Transportation cost is a one-time fee and is based on location of trucks at time of rental. Currently, 2 trucks are available at our Las Vegas dealer location and quote has been adjusted accordingly. The other 6 trucks include estimated transport amounts - actual will be determined at time of rental

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

THIRD AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Third Amendment ("Third Amendment") to the master equipment lease/rental ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of June, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Third Amendment amends the Agreement entered into on June 16, 2020 by City and Amrep Manufacturing Company, LLC. The Agreement previously has been amended on December 21, 2021, by a Second Amendment, and on June 15, 2021, by a First Amendment.

WHEREAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

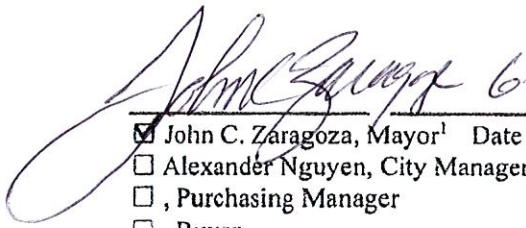
1. The lease/rental terms set forth in Exhibit "A" of the Agreement are hereby extended on a month to month basis for an additional twelve months for a maximum lease/rental term of thirty six (36) months.
2. The lease/rental terms set forth in Exhibit "B" of the Agreement are hereby extended on a month to month basis for an additional twelve months for a maximum lease/rental term of eighteen (18) months.
3. As so amended, the Agreement remains in full force and effect.

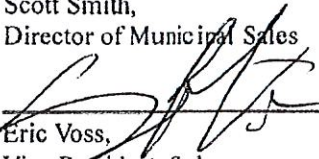
[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

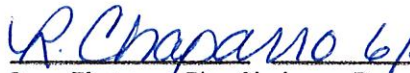
CITY OF OXNARD

BIG TRUCK RENTAL, LLC

 6-21-22
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ , Purchasing Manager
☐ , Buyer

 4/15/22
Scott Smith, Date
Director of Municipal Sales
 4/18/22
Eric Voss, Date
Vice President, Sales

ATTEST:

 6/21/22
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 6-13-22
Stephen M. Fischer, City Date
Attorney (always required)

¹

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000096252

Entity Name: BIG TRUCK RENTAL, LLC

Current Principal Place of Business:

5001 W. LEMON STREET
TAMPA, FL 33609-1103

Current Mailing Address:

5001 W. LEMON STREET
TAMPA, FL 33609-1103 US

FEI Number: 27-3070725

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TK REGISTERED AGENT, INC.
101 E. KENNEDY BLVD.
TAMPA, FL 33619 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER
Name DOLS, SCOTT V
Address 5001 W. LEMON STREET
City-State-Zip: TAMPA FL 33609-1103

Title CFO
Name ZUKUSKY, MIKE
Address 5001 W. LEMON STREET
City-State-Zip: TAMPA FL 33609-1103

Title P
Name MARTIN, ZACH
Address 5001 W. LEMON STREET
City-State-Zip: TAMPA FL 33609-1103

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SCOTT V. DOLS

MANAGER

03/31/2022

Electronic Signature of Signing Authorized Person(s) Detail

Date

 License Master Inquiry

License 23-00126493

Collapse All

License Information

Classification: TAXICAB/AUTO FOR HIRE 7225-08
 License status: ACTIVE AC
 Status date: 9/29/2021
 Application date: 9/28/2021
 Issue date: 9/30/2021
 Expiration date: 8/31/2022
 Valid through date: 8/31/2022
 Date license printed: 9/30/2021
 Previous license: 22-00126493
 Print flag: N
 Comments: RENTAL OF REFUSE TRUCKS (7 VEHICLES)
 Pin number: 7203
 Renewed: 9/28/2021 by CTWENS

Business Information

Business number: 114652
 Business name: BIG TRUCK RENTAL LLC
 Mailing address: 5001 W LEMON ST
 TAMPA FL 33609
 Location address: OUTSIDE OF OXNARD
 Business phone: (813) 545-0127
 EMERGENCY PHONE: (813) 918-3174

Applicant Information

Applicant/qualifier: BIG TRUCK RENTAL LLC
 Address:
 Phone: 0

Charges/Renewal Summary

Charges summary	Lic/Transfr	Add'l Chrg	Penalty	Interest
Amount charged:	248.00	1237.00	.00	.00
Amount paid:	248.00	1237.00	.00	.00
Amount due:	.00	.00	.00	.00

Account Balance Inq

631-6308-846.83-21

Collapse All

Account information

GENERAL & ADMINISTRATIVE / RENTAL-VEHIC & EQUIPMEN

Fiscal year: 2022 Dr

Budget: 621,600.00

Committed: 621,600.00

Balance: .00

*** Same amount of \$621,600 to be requested for FY 2022-23

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 July	.00	.00
02 August	51,800.00	51,800.00
03 September	51,800.00	103,600.00
04 October	.00	103,600.00
05 November	155,400.00	259,000.00
06 December	51,800.00	310,800.00
07 January	51,800.00	362,600.00
08 February	.00	362,600.00
09 March	103,600.00	466,200.00
10 April	.00	466,200.00
11 May	.00	466,200.00
12 June	.00	466,200.00

Payment information

Vendor	(* indicates pending)	Total
01 BIG TRUCK RENTAL, LLC		466,200.00

Encumbrances

PO #	Vendor	Balance
007890	BIG TRUCK RENTAL, LLC	155,400.00

Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	631	SOLID WASTE OPERATING	Original Budget	621,600.00
Department	63	ENVIRONMENTAL RESOURCE	Revised Budget	.00
Division	08	COMMERCIAL COLLECTION	Current expenditures	.00
Activity basic	84	ENTERPRISE ACTIVITIES	YTD expenditures	466,200.00
Sub activity	6	GENERAL & ADMINISTRATIVE	Unposted expenditures	.00
Element	83	GENERAL & ADMINISTRATIVE	Encumbrances	155,400.00
Object	21	RENTAL-VEHIC & EQUIPMENT	Unposted encumbrances	.00

 Account Balance Inq

631-6307-846.83-21

Collapse All

Account information

☒ GENERAL & ADMINISTRATIVE / RENTAL-VEHIC & EQUIPMEN

Fiscal year: 2022 Dr

Budget: 464,000.00

Committed: 464,000.00

☒ Balance: .00

*** New amount of \$840,000 to be requested for FY 2022-23

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
☒ 01 July	.00	.00
☒ 02 August	.00	.00
☒ 03 September	.00	.00
☒ 04 October	.00	.00
☒ 05 November	.00	.00
☒ 06 December	.00	.00
☒ 07 January	.00	.00
☒ 08 February	61,250.00	61,250.00
☒ 09 March	113,750.00	175,000.00
☒ 10 April	98,300.00	273,300.00
☒ 11 May	.00	273,300.00
☒ 12 June	.00	273,300.00

Payment information

Vendor	(* indicates pending)	Total
☒ BIG TRUCK RENTAL, LLC		273,300.00

Encumbrances

PO #	Vendor	Balance
☒ 007890	BIG TRUCK RENTAL, LLC	190,700.00

Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	631	SOLID WASTE OPERATING	Original Budget	.00
Department	63	ENVIRONMENTAL RESOURCE	Revised Budget	464,000.00
Division	07	RESIDENTIAL COLLECTION	Current expenditures	98,300.00
Activity basic	84	ENTERPRISE ACTIVITIES	YTD expenditures	175,000.00
Sub activity	6	GENERAL & ADMINISTRATIVE	Unposted expenditures	.00
Element	83	GENERAL & ADMINISTRATIVE	Encumbrances	190,700.00
Object	21	RENTAL-VEHIC & EQUIPMENT	Unposted encumbrances	.00

AGREEMENT/AMENDMENT REVIEW FORM
Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: Big Truck Rental, LLC **Agreement No:** A-8221
Address: 5001 W Lemon St, Tampa FL 33609-1103
Contact Name: Scott Smith **Email:** ssmith@bigtruckrental.com **Phone:** (813)545-0127 **INS-** N/A
Committee Date: May 24, 2022 **Council Date:** June 21, 2022
Committee Agenda #: TBD **Council Agenda #:** TBD

Department: PW-Environmental Resources **Contingency Requested:** \$ N/A
Project Manager: Todd Vasquez-Housley **EISPM Funds ¹ Requested:** \$ N/A
Phone: (805) 890-3153 **Value of Agreement :** \$ 1,707,200
Email: toddvhousley@oxnard.org **Amendment No:** 3
Type of Agreement: Lease/Rental - 3rd Amendment **Value of Amendment:** \$ 1,461,600
Business Tax Cert No. N/A **Current Agr. Val. (w/amendments)** \$ 3,168,800
Secretary of State ID: L12000092652 (FL) **P.O. No. (if existing agreement):** 7890
Agreement Term: 18 months **Req. No. (if new agreement):** N/A
Termination Date: June 30, 2023 **Funding Source:** Solid Waste Operating Fund (631)
Bid No.: NSS **Account No.²:** (631-6307-846-8321) / (631-6308-846-8321)
NSS Control #: 20-21

Purpose of Agreement/Amendment: Due to the effects of the COVID pandemic, the delivery of the 26 CNG vehicles continues to be in various stages of production. The estimated delivery of the new lease-purchase vehicles is now shown as FY 22-23. This amendment will allow for the uninterrupted collection of services to occur while the new lease-purchase vehicles arrive and are incorporated into the fleet. Funding shall be requested in the Environmental Resources Account No. (631-6307-846-8321) for \$840,000 and (631-6308-846-8321) for \$621,600 during the annual budget process for FY 2022-23

Review Sequence (please write in N/A for any steps not required)

1. Project Manager
2. Division Manager
3. Assistant Department Director
4. Department Director
5. General Accounting (for Leases only)
6. Budget Management
7. Risk Management³
8. City Attorney
9. Contractor/Vendor/Consultant (signs contract; no need to initial this form)
10. Buyer⁵
11. Purchasing Manager⁶
12. City Manager/ACM⁷
13. Mayor⁸
14. City Clerk⁹

Initials	Date
	May 5, 2022
	May 5, 2022
	May 16, 2022
	May 18, 2022
	May 23, 2022
N/A	N/A
	Jun 1, 2022

FOURTH AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Fourth Amendment ("Fourth Amendment") to the master equipment lease/rental ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of June 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Fourth Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC. This agreement was assigned to BTR on October, 20, 2020. The Agreement previously has been amended on June 21, 2022, by a Third Amendment, on December 21, 2021, by a Second Amendment, and on June 15, 2021, by a First Amendment.

City and BTR agree as follows:

1. The reference to Exhibit "A" and Exhibit "B" everywhere they are listed in the Agreement are hereby amended to Exhibit "C". The Exhibits "A" and "B" are hereby disincorporated; instead, Exhibit "C" is attached hereto and incorporated herein by this reference.

2. The lease/rental terms set forth in Exhibit "C" of the Agreement are hereby extended on a month-to-month basis for an additional twelve (12) months for a maximum lease/rental term of forty-eight (48) months.

3. "A section 19 is added after section 18 in the agreement. Section 19 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.

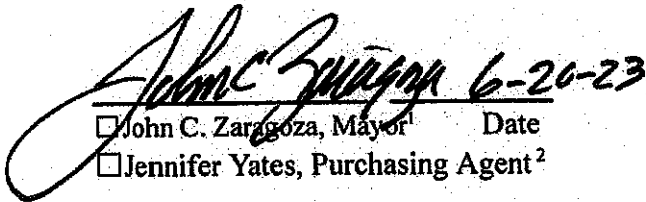
A SERVICE PROVIDER is ineligible to submit a proposal for any contract with the CITY for goods or services of one million dollars (\$1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER must certify that it is not on the list of ineligible vendors prohibited 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.

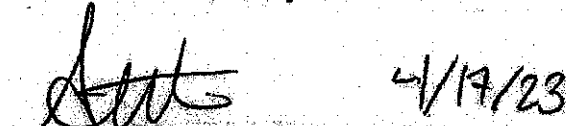
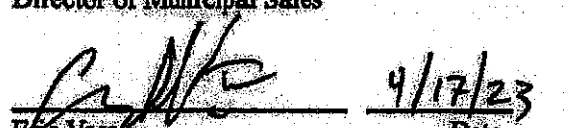
[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

 6-20-23
☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

BIG TRUCK RENTAL, LLC

 4/17/23
Scott Smith Date
Director of Municipal Sales
 9/17/23
Eric Voss Date
Vice President, Sales

ATTEST:

 6/20/23
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 6/15/2023
Stephen M. Fischer, City Attorney (always required) Date

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.

FOURTH AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

Exhibit - C
Front End Loader and Side Loader Refuse Trucks

BTR SUPPLEMENTAL AGREEMENT



Company Address	4221 W. Boy Scout Blvd Suite 400 Tampa, FL 33607	Created Date	5/5/2023
Prepared By	Scott Smith	Email	scotts@bigtruckrental.com
		Quote Number	00034696

CUSTOMER INFORMATION

Billing Customer	City of Oxnard	Rental Customer	City of Oxnard
Billing Contact	Brian Yanez	Shipping Contact	Jose Alvarez
Billing Address	111 S Del Norte Blvd Oxnard CA 93030	Shipping Address	1080 Pacific Avenue, Bldg. 2 Oxnard CA 93030 United States
Billing Email	brian.yanez@oxnard.org	Shipping Email	jose.alvarez@oxnard.org
Billing Phone	805-200-5412	Shipping Phone	805-814-2716
		Shipping Mobile	8052072125

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	License Plate	Miles	Hours	Truck Location
2022059	2023	Mack	Terrapro 64R	1M2TE1GC0PM009672	FRONT LOADER	DB7DFV	2,400	86	Oxnard, CA
2022058	2023	Mack	Terrapro 64R	1M2TE1GC3PM009665	FRONT LOADER	DB69FV	2,210	84	Oxnard, CA
4021113	2022	Mack	LR 64R	1M2LR2GC3NM005455	Side Loader	DB92FP	9,178	952	Oxnard, CA
4021114	2022	Mack	LR 64R	1M2LR2GC2NM005470	Side Loader	DB91FP	8,856	793	Oxnard, CA
4021122	2022	Peterbilt	520	38PDLK0X6NF112327	Side Loader	DB17FR	5,226	523	Oxnard, CA
4021126	2022	Peterbilt	520	38PDLK0X6NF112330	Side Loader	DB98FQ	7,561	621	Oxnard, CA
4021084	2022	Mack	LR 64R	1M2LR2GC3NM005393	Side Loader	DB12FP	18,446	1,653	Oxnard, CA
4021124	2022	Peterbilt	520	38PDLK0X6NF112328	Side Loader	DB03FR	4,962	652	Oxnard, CA

Pricing Details

Asset Number	Quantity	Sales Price	Total Product Price
2022059	4.00	\$2,500.00	\$10,000.00
2022058	4.00	\$2,500.00	\$10,000.00
4021113	4.00	\$2,675.00	\$10,700.00
4021114	4.00	\$2,675.00	\$10,700.00
4021122	4.00	\$2,675.00	\$10,700.00
4021126	4.00	\$2,675.00	\$10,700.00
4021084	4.00	\$2,675.00	\$10,700.00
4021124	4.00	\$2,675.00	\$10,700.00

RENTAL CONTRACT PRICING SUMMARY

BTR SUPPLEMENTAL AGREEMENT

**BIG TRUCK
RENTAL**

Order Subtotal \$84,200.00

Total Amount Due \$84,200.00

Total Security \$0.00

Deposit

Total Transportation \$0.00

Cost

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms

Pricing shown reflects the 4 week rental rate for trucks that are currently on rent with City of Ozark and is based on OMNIA Partners national cooperative contract #2019000319. Pricing is based on 12 month extension starting July 1, 2023 through June 30, 2024 and trucks will be billed in 28 day increments throughout the contract.

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from relaying the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states; however, any state or local permits for state or county road use and waste pick up and/or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

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.

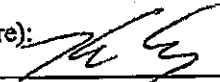
Company Name/Financial Institution (printed):

BIG TRUCK RENTAL

Federal ID Number (or n/a):

27-3070725

By (Authorized Signature):



Printed Name & Title of Person Signing:

KEVIN COWLEY, CFO.

Date Executed

04/18/2023

Executed in the County of HILLSBOROUGH in the State of FLORIDA

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 _____

FIFTH AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Fifth Amendment ("Fifth Amendment") to the Master Equipment Lease/Rental Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 27th day of June, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Fifth Amendment amends the Agreement entered into on June 16, 2020, by City and BTR. The Agreement previously has been amended on June 15, 2021, by a First Amendment, on December 21, 2021, by a Second Amendment, on June 21, 2022, by a Third Amendment, and on June 20, 2023, by a Fourth Amendment.

City and BTR agree as follows:

1. All references to Exhibit C everywhere it is listed in the Agreement is hereby amended to Exhibit C-1. The Exhibit C is hereby disincorporated and replaced with Exhibit C-1, which contains the current rental rates, vehicle identification information and use miles and hours. Exhibit C is attached and incorporated by this reference as though fully set forth herein.
2. The term of the Agreement shall be extended for an additional twelve (12) months, effective July 1, 2024, through June 30, 2025, no further extensions shall be granted. The vehicle lease terms and rates as set forth in Exhibit C-1 operation on a month to month basis.
3. The value of the original agreement and all the amendments, including this amendment, shall not exceed \$5,078,035.00.
4. 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

BIG TRUCK RENTAL, LLC

John C. Zaragoza ^{For} 6-27-2024
☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

Scott Smith 5/24/2024
 Scott Smith, Date
 Director of Municipal Sales
Eric Voss 5/24/2024
 Eric Voss, ³ Date
 Vice President, Sales

ATTEST:

R. Chaparro 6/27/24
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer 5/29/24
 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.



EXHIBIT C-1

Company Address 4221 W. Boy Scout Blvd
Suite 400
Tampa, FL 33607

Prepared By Brianna Arthur

Created Date 4/22/2024
Email barthur@bigtruckrental.com
Quote Number 00043481

CUSTOMER INFORMATION

Billing Customer	City of Oxnard	Rental Customer	City of Oxnard
Billing Contact	Grant Dunne	Shipping Contact	Jose Arreola
Billing Address	111 S Del Norte Blvd Oxnard CA 93030	Shipping Address	1060 Pacific Avenue Building 2 Oxnard CA 93030 United States
Billing Email	grant.dunne@oxnard.org	Shipping Email	jose.arreola@oxnard.org
Billing Phone	805-385-8071	Shipping Phone	805-385-8011
Billing Mobile	805-340-8365	Shipping Mobile	805-417-7374

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	License Plate	Miles	Hours	Truck Location
2022056	2023	Mack	Terrapro 64R	1M2TE1GC3PM009665	Front Loader	DD16CZ	2,210	84	Oxnard, CA
2022059	2023	Mack	Terrapro 64R	1M2TE1GC0PM009672	Front Loader	DD17CZ	2,400	86	Oxnard, CA
4021084	2022	Mack	LR 64R	1M2LR2GCXNM005393	Front Loader	DD17CW	18,446	1,653	Oxnard, CA
4021122	2022	Peterbilt	520	3BPDLK0X6NF112327	Front Loader	DD59CW	5,226	523	Oxnard, CA
4022086	2023	Mack	LR 64R	1M2LR1GC9PM006967	Front Loader	DD66CY	18,599	1,554	Oxnard, CA
4023062	2024	Mack	LR 64R	1M2LR2GC3RM008707	Front Loader	DD85DB	0	0	Oxnard, CA
4023072	2024	Mack	LR 64R	1M2LR2GC6RM008717	Front Loader	DD84DB	3,260	252	Oxnard, CA
4023121	2024	Peterbilt	520	3BPDLK0X6RF116738	Front Loader	DD95DB	0	0	Oxnard, CA

Pricing Details

Asset Number	Line Item Description	Quantity	Sales Price	Total Product Price
2022056	COMPLETE FLEET FL ONGOING	4.00	\$2,650.00	\$10,600.00
2022059	COMPLETE FLEET FL ONGOING	4.00	\$2,650.00	\$10,600.00
4021084	COMPLETE FLEET FL ONGOING	4.00	\$2,850.00	\$11,400.00
4021122	COMPLETE FLEET FL ONGOING	4.00	\$2,850.00	\$11,400.00
4022086	COMPLETE FLEET FL ONGOING	4.00	\$2,850.00	\$11,400.00
4023062	COMPLETE FLEET FL ONGOING	4.00	\$2,850.00	\$11,400.00
4023072	COMPLETE FLEET FL ONGOING	4.00	\$2,850.00	\$11,400.00
4023121	COMPLETE FLEET FL ONGOING	4.00	\$2,850.00	\$11,400.00

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$89,600.00	Total Amount Due	\$89,600.00
Total Security	\$0.00		



Deposit

Total Transportation \$0.00

Cost

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Pricing shown reflects the 4 week rental rate for trucks that are currently on rent with City of Oxnard and is based on OMNIA Partners national cooperative contract #2019000319. Pricing is based on 12 month extension starting July 1, 2024 through June 30, 2025 and trucks will be billed in 30 day increments throughout the contract.

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

CUSTOMER

CUSTOMER NAME:

PURCHASE ORDER #:



BY:

(Signature)

PRINT NAME: _____

TITLE:

DATE: _____

TAX ID #: _____

STATE: _____

____ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.

Sixth Amendment to Agreement A-822I with Big Truck Rental, LLC for Short Term Rental of Refuse Collection Vehicles for the Environmental Resources Division

City Council
June 26, 2025

Eric Zetz
Environmental Resources Division Manager

That the City Council approve and authorize the Mayor to execute a Sixth Amendment to a Rental Agreement with Big Truck Rental, LLC in the amount of \$1,226,541 for a new total not-to-exceed \$6,304,576 and extend the term to June 30, 2026, for the rental of refuse collection vehicles.

- On June 30, 2020 the Council approved Agreement A-8221 with Amrep U.S.A, Inc. (Amrep) in the amount of \$621,600 through June 30, 2021, for the rental of seven refuse collection vehicles for the Environmental Resources (ER) Division of Public Works.
- On October 20, 2020, Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR).

Below is the history of Agreement A-8221 and the amendments:

AGREEMENT A-8221	COUNCIL DATE	CUMULATIVE AMOUNT	TERM DATE
Original Agreement	June 30, 2020	\$621,600	June 30, 2021
First Amendment	June 15, 2021	\$1,243,200	June 30, 2022
Second Amendment	December 20, 2021	\$1,707,200	June 30, 2022
Third Amendment	June 21, 2021	\$3,168,800	June 30, 2023
Fourth Amendment	June 6, 2023	\$4,463,035	June 30, 2024
Fifth Amendment	June 27, 2023	\$5,078,035	June 30, 2025
<i>Sixth Amendment*</i>	<i>June 26, 2025</i>	<i>\$6,304,576</i>	<i>June 30, 2026</i>

**Pending City Council action*

- ER is requesting a 12-month extension to its contract with BTR due to the aging condition of its refuse collection vehicles.
- The department currently owns and operates 74 refuse collection vehicles to support its daily operations, however, an aging fleet, preventative maintenance schedules, ongoing repairs, and U.S. Department of Transportation (DOT) inspections (every 90 days) impact availability and efficiency.

- As a result, ER may need to rent between five and ten refuse collection vehicles per month to maintain reliable residential and commercial services.
- The availability of refuse collection rental vehicle rental supplements ER's collection fleet to provide uninterrupted daily service.
- The rental agreement with Big Truck Rental (BTR) provides ER with the flexibility to rent refuse collection vehicles as needed and return them without penalty.

- In 2024 the new ER Cost of Service (COS) was adopted, which included funding for refuse vehicle replacements. Aligned with the COS, revenue is expected to be generated from Fiscal Years 2024-25 through 2028-29 to support the acquisition, lease-purchase, or leasing of refuse collection vehicles needed to replace aging units or meet State zero-emission requirements.
- City staff will perform a comprehensive analysis to identify the most cost-effective procurement strategy.
- ER continues to rent refuse collection vehicles because, currently, sufficient capital does not exist to purchase new ones.

- ER is in the process of finalizing a comprehensive refuse collection vehicle replacement plan which includes Zero-Emission Vehicles (ZEVs). ER plans to return to the City Council as early as FY 2025-26 to recommend the purchase of new refuse collection vehicle(s).
- In the meantime, the rental of refuse collection vehicle(s) remains essential to ensure uninterrupted services, given the unpredictability of refuse collection vehicle repairs, routine maintenance, and DOT requirements.

The current weekly rental cost for each refuse collection vehicle ranges between \$2,500 to \$2,875 depending on the model. The following table provides details on the estimated purchase cost for refuse collection vehicles used by ER:

Product Family Vehicle Type:	2025 Estimated Purchase Amount Compressed Natural Gas (CNG) Vehicle*	2025 Estimated Purchase Amount ZEVs*	Estimated Lead Time:
Front Loader	\$550,000	\$1,212,000	6-12 months
Side Loader	\$550,000	\$1,204,000	6-12 months
Roll Off	\$415,000	\$1,100,000	16-24 months
Transfer Semi	\$230,000	\$900,000	24-36 months

*These amounts do not reflect any potential impacts due to tariffs

- This Sixth Amendment to Agreement A-8221 with BTR shall not exceed \$1,226,541 for a total new agreement value of \$6,304,576.
- Funding for FY 2025-26 has been requested in the Environmental Resources Fund (631) Proposed Budget for Council consideration.
- In alignment with the recently completed Environmental Resources (ER) Division Cost of Service (COS) Study, it is anticipated that sufficient revenue will be generated between Fiscal Years 2025–26 to support the rental of refuse collection vehicles.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.2

DATE: June 26, 2025

TO: City Council

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

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

RECOMMENDATION

That the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), adopt the following Resolutions:

1. A Resolution Approving a Deposit and Reimbursement Agreement Relating to the Change Proceedings for City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay); and
2. A Resolution of Consideration Declaring its Intention to Modify the Rate and Method of Apportionment of the Special Tax Relating to City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), Increase Certain Special Tax Rates, Add a New Special Tax, Increase the Maximum Bonded Indebtedness, Amend a Funding and Acquisition Agreement, Revise the Appropriations Limit of said Community Facilities District, and Other Related Actions in Connection Thereto; and setting the Public Hearing for July 15, 2025.

(Finance and Governance Committee approved 2-1 on May 13, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/mfsJFpp2yfM>

BACKGROUND

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

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

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

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

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

This staff report differs slightly from the staff report that went to the Finance and Governance Committee on May 13, 2025 with the following changes noted:

1. The developer requested the title of a new special tax rate be changed from “Special Tax - State Park” to “Special Tax - State Park Maintenance Services.”
2. The maximum escalator for the Special Tax - State Park Maintenance Services is set at 5%.
3. The title of the Resolution approving a Deposit and Reimbursement Agreement has been changed to remove reference to a Disbursement Agreement that is not under consideration.
4. The Public Hearing dates established within Attachment 7 and this staff report have been updated to reflect a later than originally anticipated City Council date for this item.
5. The inclusion of “Edison Canal and Channel Islands Harbor Maintenance” has replaced “Mandalay State Beach Maintenance/Patrol Funding” within Exhibit B of Attachment 7 as Beach Maintenance and Patrol Funding was separated into its own special tax.

DISCUSSION

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

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

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

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

The Landowner requested that a new special tax, to be known as the “Special Tax – State Park Maintenance Services,” be added and included within CFD 9 to fund a fee for State Park services for Resource Protection Measures at Mandalay State Beach. These services funded via the Special Tax - State Parks are required under Condition No. 92 of the original conditions of development imposed upon the developer. The Landowner has also requested that the facilities special tax be increased. Staff recommends, and the Landowner agrees, that the General Services special tax also be increased. The cost estimates of facilities, services, and State Park services have been reviewed and updated. All parties have reviewed

the parameters of the modified special tax formula, or the Amended and Restated Rate and Method of Apportionment (the “Amended RMA”), which includes the assigned and maximum amended special tax for the Facilities, the amended special tax for the General Services, a new special tax for State Parks, and the existing special tax for Remediation Services. The Special Taxes will be levied each year according to the Amended RMA and placed on the County property tax rolls.

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

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

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

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

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

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

The Amended RMA includes an assigned tax and a backup tax for the Special Tax – Environmental for developed property, in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Environmental escalates at an annual rate of 2%. Upon the issuance of a certificate of completion, or its substantial equivalent by DTSC for all the Remediation Services, the Special Tax – Environmental will no longer be levied. Estimated costs associated with the Special Tax - Environmental are not changing and therefore, are not included as an attachment to this report.

Special Tax – State Park Maintenance Services. The Special Tax – State Park Maintenance Services will be levied annually [in perpetuity] to finance the State Park fee and services. Attachment 3 (attached hereto) contains a description and estimated budget of the State Park fee and services to be provided. The Special Tax – State Park Maintenance Services will be collected by the CFD and turned over to the State as provided in an agreement to be entered into between CFD 9, Landowner, and the State. The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – State Park Maintenance Services for developed property, in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – State Park Maintenance Services escalates at the greater of 2% annually, or a CPI escalation factor. However, the maximum Special Tax - State Park Maintenance Services cannot exceed 5% annually.

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

First Step (June 26, 2025 City Council meeting): The City Council, acting as the legislative body of CFD 9, (a) adopts a Resolution approving the form of the Deposit and Reimbursement Agreement and (b) adopts a Resolution of consideration to modify CFD 9, and sets a Public Hearing on the proposed changes (scheduled for July 15, 2025).

Second Step (July 15, 2025 City Council meeting): The City Council, acting as the legislative body of CFD 9, (a) holds a Public Hearing on the proposed modifications, (b) provided there is no majority protest, adopts a Resolution calling for election, (c) conducts a special mailed ballot election, (d) adopts a Resolution canvassing the election, and (e) adopts a Resolution of change and approving the Amended and Restated Funding and Acquisition Agreement. The Landowners have waived election timelines, so an election may be held on July 15, 2025 to authorize the increase of the facilities and General Services special taxes and increase in authorized bonded indebtedness. Should the proposition pass with a two-thirds vote from the qualified voters (the Landowners), the City may adopt the Resolution of change.

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

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

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

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-1 on May 13, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Anthony Miller, Special Districts Manager

ATTACHMENTS

1. Staff Report Exhibit A - Estimated Description and Budget of Facilities
2. Staff Report Exhibit B - Estimated Description and Budget of Services
3. Staff Report Exhibit C - Estimated Description and Budget of State Parks Fees and Services
4. Deposit and Reimbursement Agreement
5. Petition (including Consent and Waiver)

6. Resolution Approving Deposit and Reimbursement Agreement
7. Resolution of Consideration to Modify CFD No. 9
8. Special Districts Map
9. Special Districts List
10. Presentation

ESTIMATED DESCRIPTION AND BUDGET OF FACILITIES

Preliminary List of Authorized Facilities March 5, 2025

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

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

ESTIMATED DESCRIPTION AND BUDGET OF SERVICES

Initial Annual Budget - Services

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

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

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

Initial Investment/Set-up Costs - Projected

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

Annual Maintenance Costs - Estimate

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

Administration

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

TOTAL

\$56,857

Notes

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

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

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

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

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

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

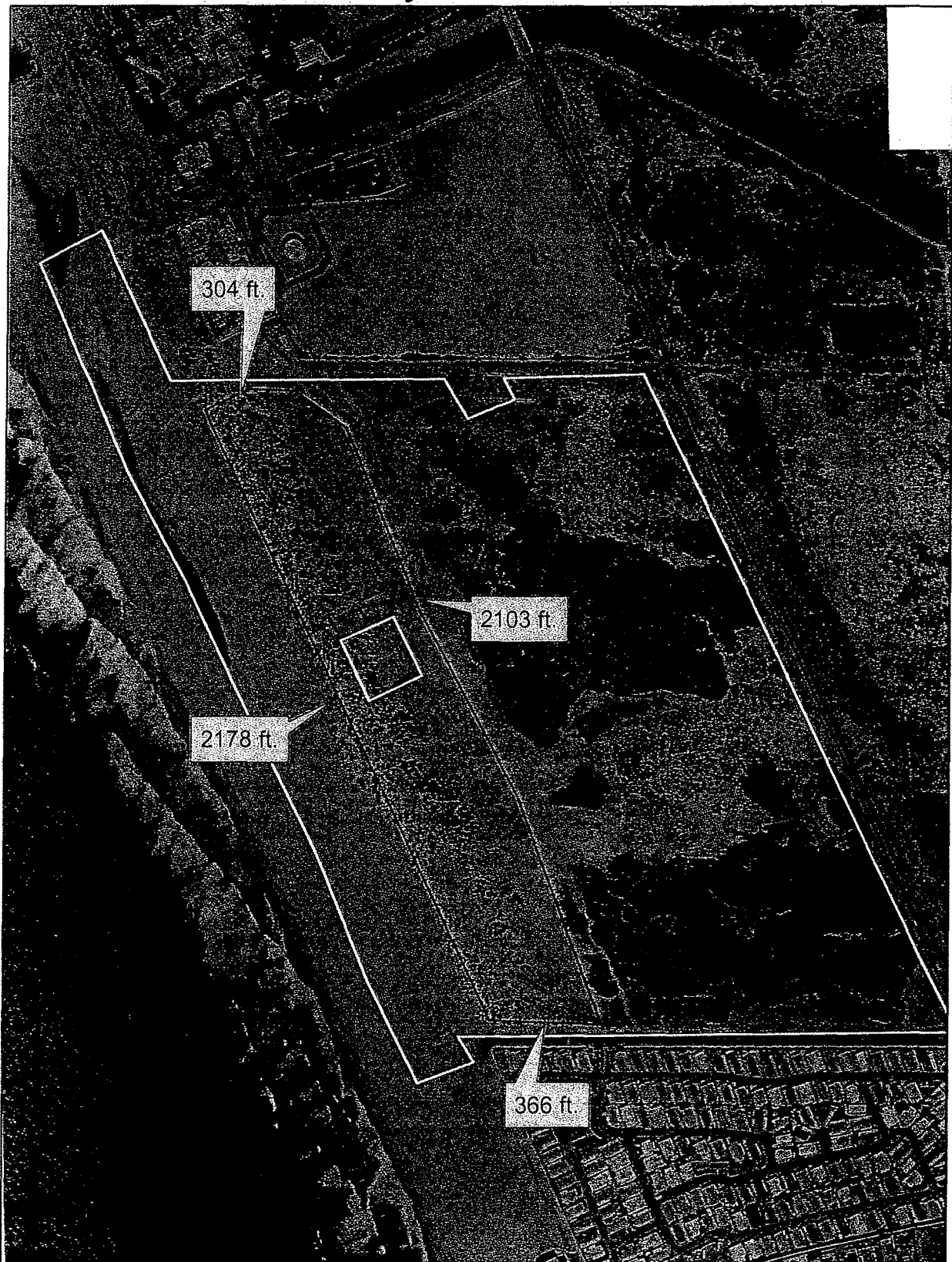
The operator of Mandalay State Beach shall make use of a Trust account for management of all funds disbursed pursuant to this budget. Reconciliation of these funds will occur on a five year cycle. Where surplus funds exist they shall be retained as a contribution toward depreciation and future replacement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

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

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

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

Proposed Dune Protection Fence Mandalay State Beach



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



DEPOSIT AND REIMBURSEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

Section 1. The Deposits and Application Thereof.

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

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

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

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

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

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

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

Section 2. Return of Deposits; Reimbursement.

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

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

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

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

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

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

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

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

If to City:

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

with copy to:

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

If to Owner:

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

with copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“CITY”

CITY OF OXNARD,
a municipal corporation

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. López, City Clerk

Stephen M. Fischer, City Attorney

“OWNER”

FIFTH HARBOR OWNER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY DESCRIPTION

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

Tracts 5592-1 & 5592-2

EXHIBIT B

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

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

The undersigned hereby states and certifies:

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

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

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

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

Dated: _____

CITY OF OXNARD,
a municipal corporation

By: _____
Title: Finance Director

TO: CITY COUNCIL OF CITY OF OXNARD

FROM: FIFTH HARBOR OWNER, LLC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



[signature]

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

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

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

FIFTH HARBOR OWNER, LLC,
a Delaware limited liability company

By:  _____

Name: Bud Woom _____

Title: Authorized Signatory _____

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OXNARD THIS
____ DAY OF _____, 2024.

City Clerk

EXHIBIT A

DESCRIPTION OF THE PROPERTY

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

[Tracts 5592-1 & 5592-2]

RESOLUTION NO. _____

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

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

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

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

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

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

PART 1. The above recitals are true and correct.

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

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

Resolution No.

[Approving Deposit Agreement CFD No. 9 (Northshore at Mandalay Bay)]

June 26, 2025

Page 2

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. Lopéz, City Clerk

Stephen M. Fischer, City Attorney

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Amended Special Tax – Facilities, the Amended Special Tax – Services, the Special Tax – State Park Maintenance, and the Special Tax – Environmental shall be referred to collectively as the “Special Taxes.” The Special Taxes shall be secured by the recordation of an amended and restated notice of the continuing lien against all nonexempt real property in the District. In the first year in which such a Special Taxes are levied, the levy shall include a sum sufficient to repay to the City all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon. The City may extend such payments as provided in the Act. The Original RMA and manner of collection of the Original Special Taxes is proposed to be amended and restated (the “Amended RMA”) as described in detail in Exhibit “A” attached hereto and incorporated herein by this reference. The Special Taxes are based upon the cost of financing the Facilities, the General Services, the State Park Maintenance Services, the Remediation Services, incidental expenses in the District, the demand that each parcel will place on City or other public agency for the Facilities, the General Services, State Park Maintenance Services and Remediation Services and other reasonable factors. The Amended RMA allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

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

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

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

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

all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

PART 11. It is the intent of the Legislative Body to authorize the sale of bonds in one or more series for the District in the maximum aggregate principal amount of not to exceed \$40,000,000 at a maximum interest rate not in excess of 12 percent per annum or such rate not in excess of the maximum rate permitted by law at the time the bonds are issued. The term of the bonds shall be determined pursuant to a resolution of the Legislative Body authorizing the issuance of the bonds, but such term shall in no event exceed 40 years.

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

PART 13. In the petition, the landowners waived the 30-day notice of the holding of a public hearing (the "Hearing") on the proposed modifications to the District. The Hearing on the proposed modifications to the District as specified in this Resolution shall be held on July 15, 2025, at 6:00 p.m., or as soon thereafter as practicable, at the chambers of the City Council of the City of Oxnard, 305 West Third Street, Oxnard, CA 93030. At the time and place set forth for the Hearing, any interested person, including all persons owning lands or registered to vote within the District may appear or be heard. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such Hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such Hearing. If written protests against the modifications to the District are filed by (a) fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the District, or (b) the owners of one-half ($\frac{1}{2}$) or more of the area of land included within the District, the proceedings shall be abandoned. If said majority protest is limited to certain types of proposed modifications, those modifications must be eliminated by the Council.

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

PART 14. Each City officer who is or will be responsible for the Facilities to be financed by the District, is hereby directed to study the proposed changes to the District and, at or before the time of the above-mentioned Hearing, file a report with the Legislative Body, and which is to be made a part of the record of the Hearing, containing a brief description of the Facilities by type which will in his or her opinion be required to adequately meet the needs of the District and

his or her estimate of the cost of providing the Facilities, General Services and State Park Maintenance Services, including an estimate of the fair and reasonable cost of all Incidental Expenses, including the cost of planning and designing the Facilities to be financed pursuant to the Act, the cost of environmental evaluations of such Facilities, all costs associated with the amendment of the District, issuance of bonds, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to the District, and any other expenses incidental to the construction, completion and inspection of the authorized work to be paid through the proposed financing.

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

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

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

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

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

insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the Election shall be distributed to the qualified electors of the District by mail with return postage prepaid, and the Election shall be conducted as a mail ballot election.

(b) If at the time of the close of the Hearing, and for at least one day of the preceding ninety (90) days, less than 12 persons have been registered to vote within the District, and pursuant to Section 53326 of the Act, the vote is therefore to be by the landowners within the District, with each landowner of record at the close of the Hearing having one vote for each acre or portion of an acre of land that he or she owns within the District, the Election shall be conducted by the Election Official as follows:

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

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

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

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

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

(6) The return identification envelope mailed or delivered by the Election Official to each landowner-voter shall have printed or typed thereon the following: (i) the

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

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

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

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

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

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 26th day of June, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. Lopéz, City Clerk

Stephen M. Fischer, City Attorney

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

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

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

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

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

EXHIBIT B

ESTIMATED DESCRIPTION AND BUDGET OF SERVICES

Initial Annual Budget - Services

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

EXHIBIT C

ESTIMATED BUDGET AND DESCRIPTION OF STATE PARK FEES AND SERVICES

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

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

Initial Investment/Set-up Costs - Projected

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

Annual Maintenance Costs - Estimate

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

Administration

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

TOTAL

\$56,857

Notes

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

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

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

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

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

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

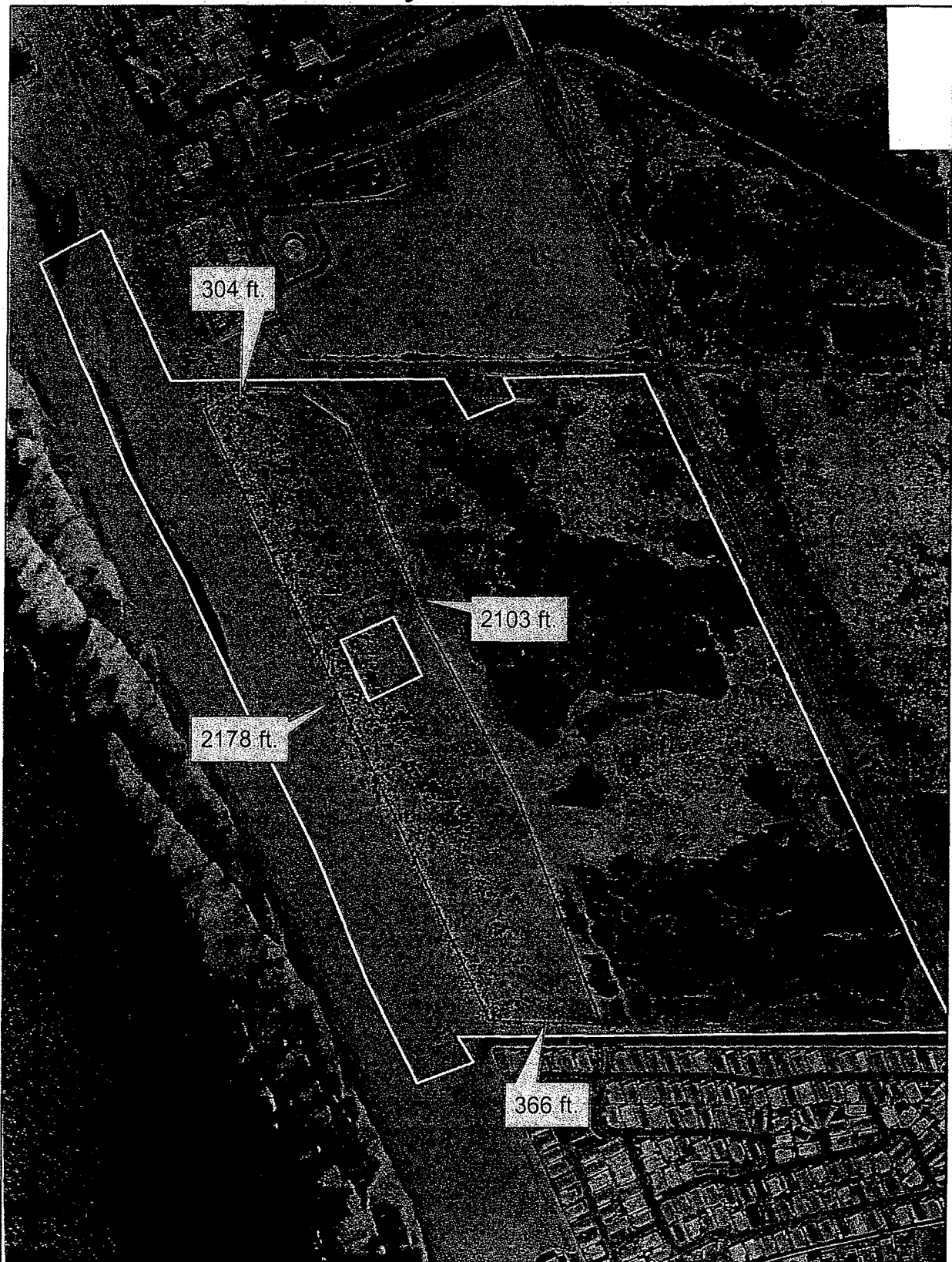
The operator of Mandalay State Beach shall make use of a Trust account for management of all funds disbursed pursuant to this budget. Reconciliation of these funds will occur on a five year cycle. Where surplus funds exist they shall be retained as a contribution toward depreciation and future replacement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

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

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

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

Proposed Dune Protection Fence Mandalay State Beach



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



EXHIBIT D

PROPOSED AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"City" means the City of Oxnard, California.

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

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

"County" means the County of Ventura.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Property Type” means either Single Family Residential Property, Taxable Contingent Property, or Tax-Exempt Property.

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

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

“Rate and Method of Apportionment” means this Rate and Method of Apportionment of Special Tax for CFD No. 9.

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

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

“Single Family Residential Property” means all Assessor’s Parcels of Developed Property with a residential structure intended for a single Unit.

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

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

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

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

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

"Special Tax Requirements" means, collectively, Special Tax Requirement – Facilities, Special Tax Requirement – Services, Special Tax Requirement – Environmental, and Special Tax Requirement – State Park Maintenance Services.

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

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

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

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

"State" means the State of California.

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

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

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

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

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

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

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

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

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

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property that is not Developed Property.

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

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

“Zone” means the assignment of Assessor’s Parcels to a zone as shown on the Boundary Map of CFD No. 9.

“Zone A” means Assessor’s Parcels located in Zone A as shown on the Boundary Map of CFD No. 9.

“Zone B” means Assessor’s Parcels located in Zone B as shown on the Boundary Map of CFD No. 9.

B. ASSIGNMENT TO LAND USE CATEGORIES

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

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

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

C. MAXIMUM SPECIAL TAX RATES

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

MAXIMUM SPECIAL TAX – FACILITIES

1. Developed Property

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

Assigned Special Tax - Facilities

The Assigned Special Tax - Facilities for each Assessor's Parcel of Developed Property is shown in Table 1.

**TABLE 1
ASSIGNED SPECIAL TAX - FACILITIES FOR DEVELOPED PROPERTY
FISCAL YEAR 2024/25**

Building Square Footage	Assigned Special Tax - Facilities Rate	Per	Zone
Less than 2,100 sq. ft.	\$4,932	Assessor's Parcel	A & B
2,100 - 2,249 sq. ft.	5,232	Assessor's Parcel	A & B
2,250 - 2,399 sq. ft.	6,020	Assessor's Parcel	A & B
2,400 - 2,549 sq. ft.	6,201	Assessor's Parcel	A & B
2,550 - 2,699 sq. ft.	6,504	Assessor's Parcel	A & B
2,700 - 2,849 sq. ft.	6,807	Assessor's Parcel	A & B
2,850 - 2,999 sq. ft.	7,157	Assessor's Parcel	A & B

3,000 – 3,149 sq. ft.	7,507	Assessor's Parcel	A & B
3,150 - 3,299 sq. ft.	8,435	Assessor's Parcel	A & B
3,300 - 3,449 sq. ft.	9,363	Assessor's Parcel	A & B
3,450 - 3,549 sq. ft.	10,448	Assessor's Parcel	A & B
3,550 - 3,649 sq. ft.	11,533	Assessor's Parcel	A & B
3,650 - 3,799 sq. ft.	11,578	Assessor's Parcel	A & B
3,800 - 3,949 sq. ft.	11,624	Assessor's Parcel	A & B
3,950 – 4,099 sq. ft.	11,715	Assessor's Parcel	A & B
4,100 - 4,250 sq. ft.	11,760	Assessor's Parcel	A & B
Greater than 4,250 sq. ft.	11,805	Assessor's Parcel	A & B

For purposes of clarification, where an Accessory Dwelling Unit and primary Unit are on the same Assessor's Parcel, the Accessory Dwelling Unit located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel, and the Building Square Footage for the Assessor's Parcel shall include the square footage of both the primary Unit and the Accessory Dwelling Unit.

Should an Assessor's Parcel contain only an Accessory Dwelling Unit, the Building Square Footage of that Accessory Dwelling Unit shall be used to determine the Assigned Special Tax – Facilities rate in Table 1 for that Assessor's Parcel.

Increase in the Assigned Special Tax - Facilities

On each July 1, commencing on July 1, 2025, the Assigned Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Facilities

The Backup Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be \$4,768 per Unit for Zone A and \$13,562 per Unit for Zone B.

The Backup Special Tax - Facilities for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property, except for the increase detailed below.

Increase in the Backup Special Tax - Facilities

On each July 1, commencing on July 1, 2025, the Backup Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property and Taxable Contingent Property

Maximum Special Tax – Facilities

The Maximum Special Tax - Facilities for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$37,021 per Acre for Zone A and \$181,791 per Acre for Zone B.

Increase in the Maximum Special Tax – Facilities

On each July 1, commencing on July 1, 2025, the Maximum Special Tax - Facilities for Undeveloped Property and Taxable Contingent Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

MAXIMUM SPECIAL TAX – SERVICES

1. Developed Property, Taxable Contingent Property and Undeveloped Property

The Maximum Special Tax – Services for each Assessor's Parcel of Developed Property, Taxable Contingent Property and Undeveloped Property is shown in Table 2.

**TABLE 2
MAXIMUM SPECIAL TAX - SERVICES
FISCAL YEAR 2024/25**

Land Use	Maximum Special Tax - Services Rate	Per	Zone
Developed Property– Single Family Residential Property	\$2,347.00	Unit	A & B
Undeveloped Property/Taxable Contingent Property	\$21,113.00	Acre	A & B

Increase in the Maximum Special Tax - Services

On each July 1, commencing on July 1, 2025, the Maximum Special Tax – Services for Developed Property, Taxable Contingent Property and Undeveloped Property shall be increased by an amount equal to the greater of two percent (2%) or the Tax Escalation Factor, provided that the annual escalation shall not under any circumstances exceed 5%.

MAXIMUM SPECIAL TAX – STATE PARK MAINTENANCE SERVICES

1. Developed Property, Taxable Contingent Property and Undeveloped Property

The Maximum Special Tax – State Park Maintenance Services for each Assessor’s Parcel of Developed Property, Taxable Contingent Property and Undeveloped Property is shown in Table 2.

**TABLE 2
MAXIMUM SPECIAL TAX – STATE PARK MAINTENANCE SERVICES
FISCAL YEAR 2024/25**

Land Use	Maximum Special Tax – State Park Maintenance Services Rate	Per	Zone
Developed Property– Single Family Residential Property	\$274.00	Unit	A & B
Undeveloped Property/Taxable Contingent Property	\$2,465.00	Acre	A & B

Increase in the Maximum Special Tax – State Park Maintenance Services

On each July 1, commencing on July 1, 2025, the Maximum Special Tax – State Park Maintenance Services for Developed Property, Taxable Contingent Property and Undeveloped Property shall be increased by an amount equal to the greater of two percent (2%) or the Tax Escalation Factor, provided that the annual escalation shall not under any circumstances exceed 5%.

MAXIMUM SPECIAL TAX – ENVIRONMENTAL

1. Developed Property

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

Assigned Special Tax - Environmental

The Assigned Special Tax - Environmental for each Assessor’s Parcel of Developed Property is shown in Table 3.

**TABLE 3
ASSIGNED SPECIAL TAX - ENVIRONMENTAL FOR DEVELOPED PROPERTY
FISCAL YEAR 2024/25**

Land Use	Assigned Special Tax - Environmental Rate	Per	Zone
Developed Property – Single Family Residential Property	\$1,750.00	Unit	A & B

Increase in the Assigned Special Tax - Environmental

On each July 1, commencing on July 1, 2025, the Assigned Special Tax - Environmental for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Environmental

The Backup Special Tax - Environmental for each Assessor's Parcel of Developed Property shall \$1,750.00 per Unit for Zone A and Zone B.

Increase in the Backup Special Tax - Environmental

On each July 1, commencing on July 1, 2025, the Backup Special Tax - Environmental for Developed Property and Taxable Contingent Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property and Taxable Contingent Property

Maximum Special Tax – Environmental

The Maximum Special Tax - Environmental for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$15,742.00 per Acre for Zone A and Zone B.

Increase in the Maximum Special Tax – Environmental

On each July 1, commencing on July 1, 2025, the Maximum Special Tax - Environmental for Undeveloped Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

Commencing with Fiscal Year 2024/25 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirements, and shall levy each Special Tax until the amount of a Special Tax equals the applicable Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Special Tax - Facilities

First: The Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Facilities for Developed Property to satisfy the Special Tax Requirement - Facilities.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Facilities is derived by the application of the Backup Special Tax – Facilities and shall be increased Proportionately from the Assigned Special Tax – Facilities up to the Maximum Special Tax – Facilities for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Facilities for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Facilities for Taxable Contingent Property.

Special Tax - Services

First: The Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Developed Property to satisfy the Special Tax Requirement - Services.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Undeveloped Property to satisfy the Special Tax Requirement - Services.

Third: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax – Services shall be levied Proportionately on all Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Services for Taxable Contingent Property.

Special Tax – State Park Maintenance Services

Only if the Special Tax – State Park Maintenance Services Condition has been satisfied, as follows:

First: The Special Tax – State Park Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Maximum Special Tax - State Park Maintenance Services for Developed Property to satisfy the Special Tax Requirement - State Park Maintenance Services.

Second: If additional monies are needed to satisfy the Special Tax Requirement – State Park Maintenance Services, the Special Tax - State Park Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at a rate up to 100% of the applicable Maximum Special Tax - State Park Maintenance Services for Undeveloped Property to satisfy the Special Tax Requirement - State Park Maintenance Services.

Third: If additional monies are needed to satisfy the Special Tax Requirement – State Park Maintenance Services, the Special Tax – State Park Maintenance Services shall be levied Proportionately on all Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – State Park Maintenance Services for Taxable Contingent Property.

Special Tax Requirement - Environmental

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Environmental for Developed Property to satisfy the Special Tax Requirement - Environmental.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Environmental, the

Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Environmental is derived by the application of the Backup Special Tax – Environmental and shall be increased Proportionately from the Assigned Special Tax – Environmental up to the Maximum Special Tax – Environmental for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Environmental for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Environmental for Taxable Contingent Property.

E. EXEMPTIONS

1. No Special Taxes shall be levied on up to 50.46 Acres of Property Owner Association Property and Public Property for Zone A and up to 7.34 Acres of Property Owner Association Property and Public Property for Zone B. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, or Public Property.
2. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code prior to the first series of CFD No. 9 Bonds shall thereafter be exempt from the Special Tax - Facilities. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code after the first series of CFD No. 9 Bonds have been issued shall not be considered Welfare Exempt Property for the Special Taxes - Facilities and shall not be exempt from Special Tax - Facilities.
3. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall thereafter be exempt from the Special Tax – Services and Special Tax – State Park Maintenance Services, irrespective of whether Bonds have been issued.
4. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall not be exempt from the Special Tax - Environmental.
5. Property Owner Association Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Property Owner Association Property. Taxable Property Owner Association Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100% of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.
6. Public Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Public Property. Taxable Public Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100%

of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.

7. Prior to 60 days before the issuance of the first series of CFD No. 9 Bonds, the CFD Administrator may increase or decrease the exempt Acres described in paragraph 1 to better reflect the actual tax-exempt acreage within CFD No. 9. However, notwithstanding the above, the final number of taxable Acres in CFD No. 9 shall not be decreased if it causes an increase in the Special Tax – Facilities or Special Tax - Environmental levied on any existing Assessor’s Parcel of Developed Property.

F. APPEALS

Any property owner may file a written appeal of the Special Taxes with the CFD Administrator claiming that the amount or application of the Special Taxes is not correct. The appeal must be filed not later than one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator’s decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Taxes to be modified or changed in favor of the property owner, the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS

The City Council may, by resolution or ordinance, interpret, clarify and/or revise this Rate and Method of Apportionment to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Taxes, method of apportionment, classification of Assessor’s Parcels, or any definition used herein, as long as such correction does not materially affect the levy and collection of Special Taxes. In addition, the interpretation and application of any section of this document shall be at the City’s discretion.

H. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD Administrator may, at the sole discretion of the City, directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner as necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on Assessor's Parcels of Taxable Property that are delinquent in the payment of the Special Tax.

I. PREPAYMENT OF SPECIAL TAX - FACILITIES

The following definition applies to this Section I:

"Future Facilities Amount" means, \$40,000,000, all Authorized Facilities financed or anticipated by the City to be financed by CFD No. 9, minus (i) the proceeds of any previously issued Bonds which were, at the time of issuance, available to the City for Authorized Facilities, (ii) the cost of Authorized Facilities or portions thereof previously paid for by Pay-As-You-Go Revenue, and (ii) cost of Authorized Facilities or portions thereof to be paid for by Pay-As-You-Go Revenue previously received and not yet spent. The Future Facilities Amount shall not be less than \$0.

"Maximum Special Tax Percentage to be Prepaid" means the percentage of the Maximum Special Tax - Facilities prepaid as determined by the CFD Administrator after application of the prepayment calculation set forth below.

"Previously Issued Bonds" means all Bonds that have been issued by CFD No. 9 prior to the date of prepayment.

1. Prepayment in Full

The Special Tax - Facilities obligation of an Assessor's Parcel of Developed Property, Taxable Contingent Property, or Undeveloped Property may be prepaid and permanently satisfied as described herein; provided that there are no delinquent installments of the Special Tax - Facilities with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax - Facilities obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 45 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 75 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture. The CFD Administrator may charge a fee for providing this service.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount	
	plus	Redemption Premium
	plus	Defeasance Amount
	plus	Administrative Fees and Expenses
	less	Reserve Fund Credit
	<u>less</u>	<u>Capitalized Interest Credit</u>
Total:	equals	Special Tax Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Step Number:

1. Confirm that no Special Tax - Facilities delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property and Taxable Contingent Property compute the Assigned Special Tax - Facilities and Backup Special Tax - Facilities. For Assessor's Parcels of Undeveloped Property to be prepaid, compute the Assigned Special Tax - Facilities and Backup Special Tax – Facilities for that Assessor's Parcel as though it was already designated as Developed Property, based upon the number of expected Units to be developed on that Assessor's Parcel.
3. Divide the Assigned Special Tax - Facilities computed pursuant to Step 2 by the total estimated Assigned Special Tax - Facilities for CFD No. 9 based on the Developed Property Special Tax - Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax – Facilities obligation in full pursuant to Section I.1.
 - b. Divide the Backup Special Tax - Facilities computed pursuant to Step 2 by the total estimated Backup Special Tax – Facilities for CFD No. 9 based on the Developed Property Special Tax – Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax – Facilities obligation in full pursuant to Section I.1.
4. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the *"Bond Redemption Amount"*).
5. Compute the current Future Facilities Costs.
6. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the total Future Facilities Costs to compute the amount of the Future Facilities Amount to be prepaid (the *"Future Facilities Amount"*).
7. Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the *"Redemption Premium"*).
8. Compute the amount needed to pay interest on the Bond Redemption Amount on the earliest redemption date for the Outstanding Bonds.
9. Compute the amount the Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
10. Subtract the amount computed pursuant to Step 9 from the amount computed pursuant to Step 8 (the *"Defeasance Amount"*).
11. Verify the administrative fees and expenses, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming the Outstanding Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the *"Administrative Fees and Expenses"*).

12. A reserve fund credit (the “*Reserve Fund Credit*”) shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to Steps 3.a or 3.b by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “*Capitalized Interest Credit*”).
14. The Special Tax - Facilities prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 10 and 11, less the amount computed pursuant to Steps 12 and 13 (the “*Prepayment Amount*”).
15. From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, 10, 12, and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds and make debt service payments. The amount computed pursuant to Step 6 shall be deposited into the Construction Fund. The amount computed pursuant to Step 11 shall be retained by the City for the payment of Administrative Fees and Expenses.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment amount that is not \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

Any current-year Special Tax – Facilities that has been placed on the County tax roll will remain on the tax roll.

Notwithstanding the foregoing, no Special Tax - Facilities prepayment shall be allowed unless the amount of the Maximum Special Tax - Facilities that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax – Facilities may be partially prepaid, provided that a partial prepayment may be made after all authorized CFD No. 9 Bonds have been issued and only for Assessor’s Parcels of Developed Property, or Taxable Contingent Property, and only if there are no delinquent Annual Special Taxes with respect to such Assessor’s Parcel at the time of partial prepayment. The amount of the prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Special Tax - Facilities Prepayment Amount calculated according to Section I.1
 F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax - Facilities.

The Special Tax - Facilities partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax - Facilities and the percentage by which the Special Tax - Facilities shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax - Facilities for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the prepayment funds remitted according to Section I.1, and (ii) indicate in the records of CFD No. 9 that there has been a partial prepayment of the Special Tax - Facilities and that a portion of the Special Tax - Facilities with respect to such Assessor's Parcel, equal to the outstanding percentage $(1.00 - F)$ of the remaining Maximum Special Tax - Facilities, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

J. TERM

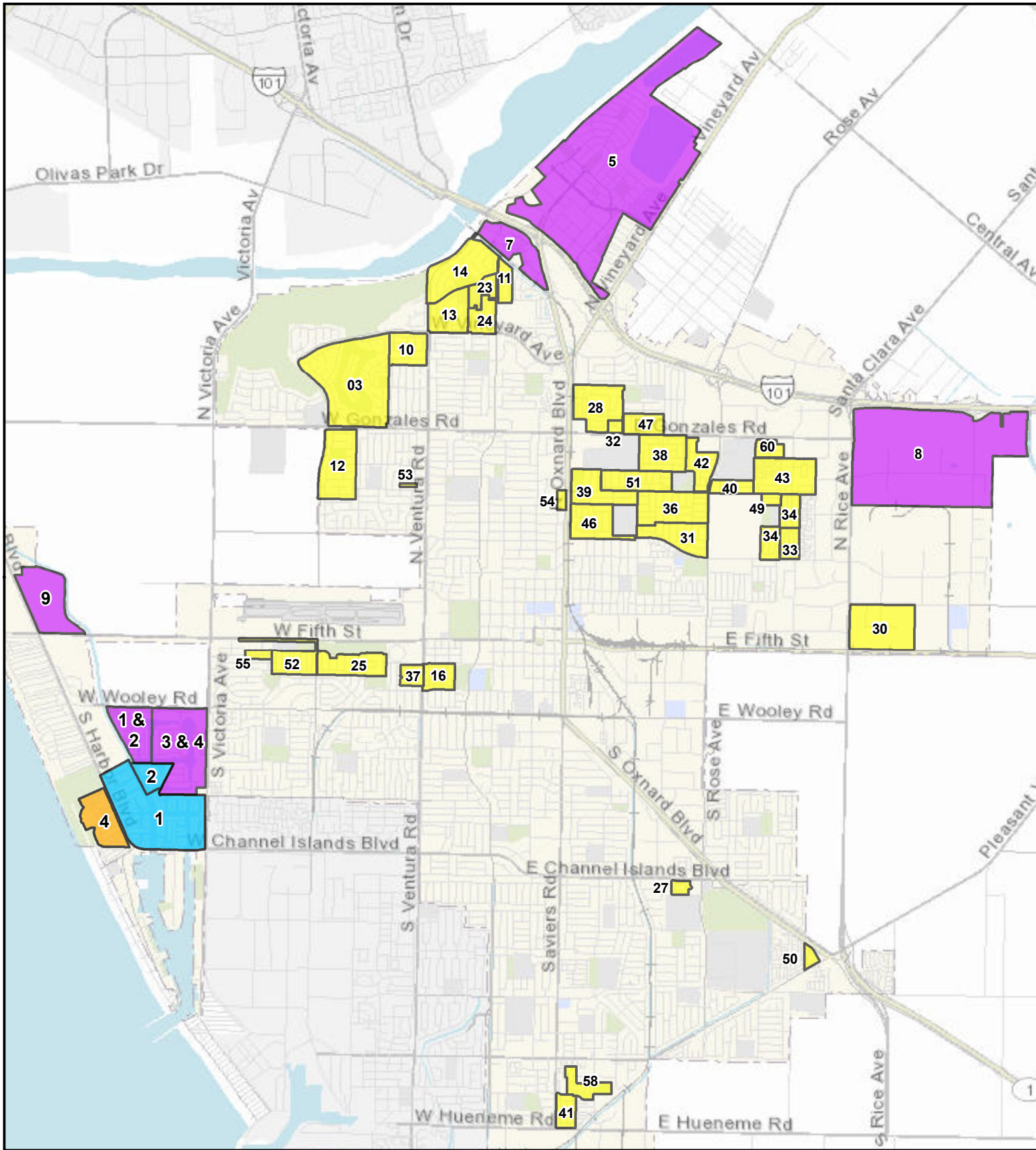
The Special Tax - Facilities shall be levied commencing in Fiscal Year 2024/25 to the extent needed to satisfy the Special Tax Requirement – Facilities and shall not be levied after Fiscal Year 2068/69, however any Special Tax - Facilities that was lawfully levied for Authorized Facilities in or before Fiscal Year 2068/69 and that remains delinquent may be collected in subsequent years.

The Special Tax – Services shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Special Tax Requirement – Services and shall be levied for as long as required to satisfy the Special Tax Requirement – Services.

The Special Tax – State Park Maintenance Services shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Special Tax Requirement – State Park Maintenance Services and shall be levied for as long as required to satisfy the Special Tax Requirement – State Park Maintenance Services.

The Special Tax – Environmental shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Special Tax Requirement – Environmental and shall be levied for as long as the obligations associated with the Authorized Environmental Services are outstanding.

CITY OF OXNARD SPECIAL DISTRICTS



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

CITY OF OXNARD – SPECIAL DISTRICTS

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

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

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

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

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

Modification of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of the Deposit and Reimbursement Agreement

City Council
June 26, 2025

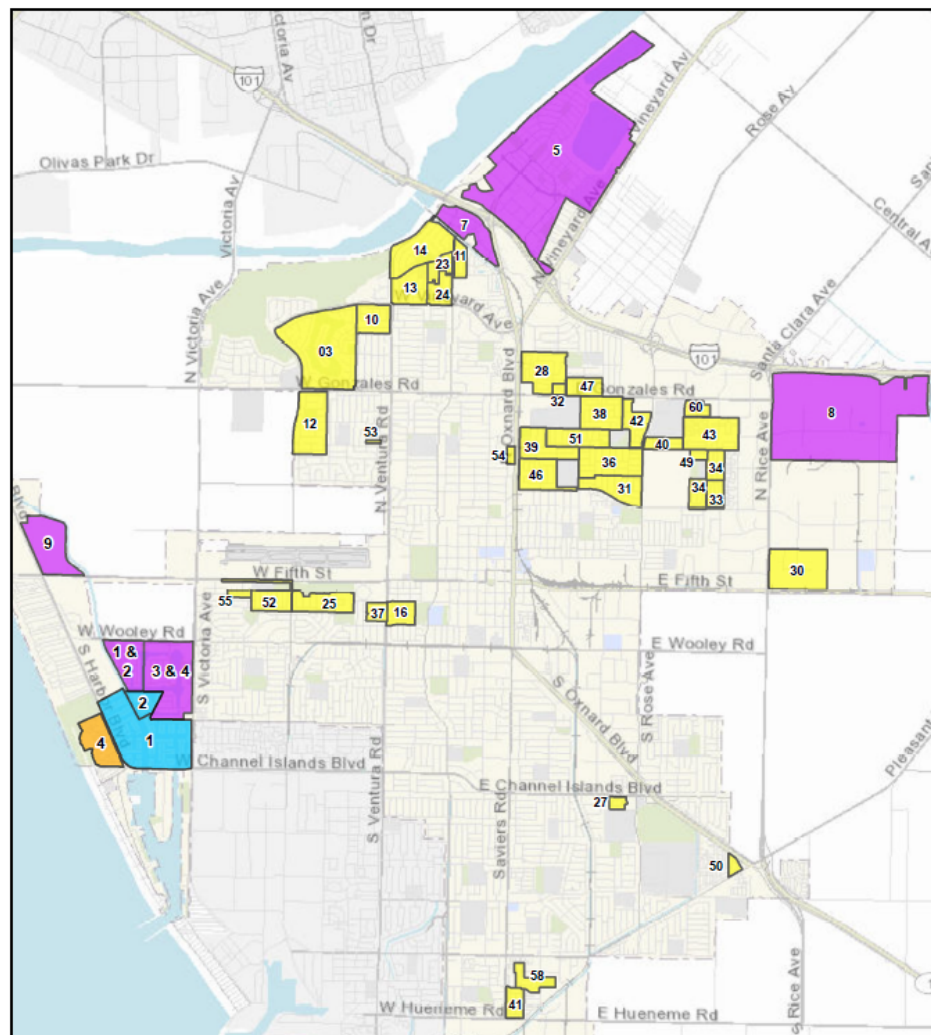
Public Hearing and Election
July 15, 2025

Anthony Miller
Special Districts Manager

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

1. A Resolution Approving a Deposit and Reimbursement Agreement Relating to the Change Proceedings for City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay); and
1. A Resolution of Consideration Declaring its Intention to Modify the Rate and Method of Apportionment of the Special Tax Relating to City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), Increase Certain Special Tax Rates, Add a New Special Tax, Increase the Maximum Bonded Indebtedness, Amend a Funding and Acquisition Agreement, Revise the Appropriations Limit of said Community Facilities District, Other Related Actions in Connection Thereto; and setting the Public Hearing for July 15, 2025.

CITY OF OXNARD SPECIAL DISTRICTS



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

More information can be found at:

www.oxnard.gov/public-works/special-districts

- Community Facilities Districts (“CFDs”) are established pursuant to the provisions of the California Government Code Section 53311 et seq.
- CFDs raise money through special taxes that must be approved by 2/3 of the voters within a CFD. The City Council is the legislative body of any CFD that is formed by the City.
- Most often, CFDs are formed by the landowner prior to subdivision development.
- A CFD can be formed to finance and maintain a wide list of improvements, which may include roads, water facilities, sewers, environmental remediation and schools.

- The taxes are secured by a continuing lien and are levied against properties within the CFD on an annual basis.
- Revenue is used to pay debt service on bonds, to finance facilities on a pay-as-you-go basis, to pay for services, or a combination thereof.
- The City established Community Facilities District No. 6 (Northshore at Mandalay Bay) (“CFD 6”) in 2006 for the prior proposed development located in the City, at the northeastern corner of the intersection of West Fifth Street and Harbor Boulevard.

- In 2021, the then owner requested a new CFD and dissolution of CFD 6. Following proceedings, CFD No. 9 (Northshore at Mandalay Bay) (“CFD 9”) was formed and CFD 6 was dissolved.
- CFD 9 included (a) a facilities special tax for the life of any bond issues, (b) a services special tax in perpetuity and (c) an environmental special tax for remediation, operation, and maintenance activities as required and approved, for the duration needed, by the Department of Toxic Substances Control (“DTSC”). CFD 9 has a not to exceed bond authorization of \$22,500,000.

- The current owner and developer, Fifth Harbor Owner, LLC (the “Landowner”), has requested modifications to CFD 9 to increase the facilities special tax, (no changes are recommended for the environmental special tax), add a new special Tax for State Parks, and to increase the bond authorization from \$22,500,000 to \$40,000,000. Staff has requested the general services special tax be increased as well to better reflect the cost of services, which the developer has agreed to.
- These changes still maintain the integrity of the 1.8% average effective tax rate.
- The current development plan is for 292 single family residences.

- This report differs slightly from the report presented to the Finance and Governance Committee on May 13, 2025 with the following changes noted:
 1. The developer requested the title of a new special tax rate be changed from “Special Tax - State Park” to “Special Tax - State Park Maintenance Services.”
 2. The maximum escalator for the Special Tax - State Park Maintenance Services is set at 5%.
 3. The title of the Resolution approving a Deposit and Reimbursement Agreement has been changed to remove reference to a Disbursement Agreement that is not under consideration.
 4. The Public Hearing dates established within Attachment 7 and this staff report have been updated to reflect a later than originally anticipated City Council date for this item.
 5. The inclusion of “Edison Canal and Channel Islands Harbor Maintenance” has replaced “Mandalay State Beach Maintenance/Patrol Funding” within Exhibit B of Attachment 7 as Beach Maintenance and Patrol Funding was separated into its own special tax.

- CFD 9 was formed for the purpose of funding the following:
 - a) public infrastructure facilities and other governmental facilities, including fees related thereto, with an estimated useful life of five years or longer, including but not limited to all or a portion of sanitary sewer, water, street, storm drain, park facilities, public art, or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs;
 - a) services including, but not limited to, landscaping, street lighting, maintenance of sewer, storm drain, irrigation systems, beaches and parks, beach patrol, and weed abatement; and

- c) the remediation of any hazardous substance released or threatened to be released into the environment on the Property and any associated operation, maintenance and/or monitoring activities as more particularly described in the Response Plan approved by DTSC on December 17, 2018 (the “Response Plan”), the Operation and Maintenance Plan approved by DTSC on March 7, 2019 (“O&M Plan”), and any additional remedial activities or protective measures.

- The Landowner requested that a new special tax to be known as the “Special Tax – State Park Maintenance Services” be added and included within CFD 9 to fund a fee for State Park services for Resource Protection Measures at Mandalay State Beach.
 - Special Tax - State Parks services are required under Condition No. 92 of the original conditions of development imposed upon the developer.
- The Landowner has also requested that the facilities special tax be increased, and staff recommends and Landowner agrees that the general services special tax be increased.

- The cost estimates of facilities, services, and State Park services have been reviewed and updated. All parties have reviewed the parameters of the modified special tax formula or the Amended and Restated Rate and Method of Apportionment (the “Amended RMA”), which includes the assigned and maximum amended special tax for the Facilities, the amended special tax for the General Services, a new special tax for State Parks, and the existing special tax for Remediation Services.
- The Special Taxes will be levied each year according to the Amended RMA and placed on the County property tax rolls.

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

- The **Special Tax – Facilities** levy is used to pay debt service on bonds or for facilities on a pay-as-you-go basis, or a combination thereof.
- Upon completion of the modification and election process for the CFD and once development has progressed sufficiently as determined by the City, CFD 9 will issue one or more series of Special Tax Bonds (the “Bonds”), to acquire the Facilities built by the Landowner.
- Bonds will also pay or reimburse the Landowner for the payment of certain impact fees related to Facilities as provided in an Amended and Restated Funding and Acquisition Agreement, and to reimburse the Landowner for formation costs and modification costs of CFD 9

- The bond authorization for the District is proposed to be increased from a not to exceed amount of \$22.5 million to a not to exceed amount of \$40 million with the intent to issue one or more series of Bonds with a 30-year maturity with escalating debt service of 2% per year.
- The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – Facilities for developed property in case the number of residential units built is less than estimated. Once developed property is taxed, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Facilities escalates at an annual rate of 2%.

- Attached to this report is a description of the estimated facilities, the impact fees, and an estimated budget. Facilities, including fees, not financed by the CFD are still required to be provided by the Landowner.
- The **Special Tax – Services** will be levied annually in perpetuity to finance the General Services. Attached to this report is a description and estimated budget of the general services to be provided. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Service escalates at the greater of 2% or a CPI escalation factor, in any case not to exceed 5%.

- The **Special Tax – Environmental** will be collected by the CFD and turned over to the newly formed nonprofit, the Northshore Environmental Conservancy (“NEC”), to pay for the annual budget of Remediation Services that is approved by DTSC, all as provided in a Special Tax and Disbursement Agreement among the City (on behalf of itself and the CFD), the Landowner and NEC.
- The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – Environmental for developed property, in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Environmental escalates at an annual rate of 2%.

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

- The **Special Tax – State Park Maintenance Services** will be levied annually to finance the State Park fee and services. Attached to this report is a description and estimated budget of the State Park fee and services to be provided. The Special Tax – State Parks will be collected by the CFD and turned over to the State as provided in an agreement to be entered into between CFD 9, Landowner and the State.
- The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – State Park Maintenance Services for developed property in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – State Park Maintenance Services escalates at the greater of 2% or a CPI escalation factor, in any case not to exceed 5%.

- **Process.** A petition to modify CFD 9 has been received from the Landowner covering the Property, consisting of approximately 90 acres. The formal City Council approval process to change CFD 9 takes approximately sixty (60) to seventy-five (75) days.
 - 1) First Step (at City Council meeting on June 26, 2025): City Council, acting as the legislative body of CFD 9, (a) adopts the resolution approving the form of the Deposit and Reimbursement Agreement and (b) adopts a resolution of consideration to modify CFD 9 and sets a public hearing on the proposed changes (scheduled for July 15, 2025).

- 2) Second Step (at City Council meeting on July 15, 2025): City Council, acting as the legislative body of CFD 9, (a) holds a public hearing on the proposed modifications (b) provided there is no majority protest, adopts a resolution calling for election, (c) conducts a special mailed ballot election, (d) adopts a resolution canvassing the election and (e) adopts a resolution of change and approving the Amended and Restated Funding and Acquisition Agreement.
- The Landowners have waived election timelines, so an election may be held on July 15, 2025 to authorize the increase of the facilities and general services special taxes and increase in authorized bonded indebtedness.

- Should the item pass with a two-thirds vote from the qualified voters (the Landowners), the City may adopt the resolution of change.
- At a later date, the CFD in its sole discretion will determine the final amount of Bonds issued. The proposed maximum bond authorization is \$40,000,000. The “not to exceed” bond amount for the CFD is based on Facilities costs and available Special Tax - Facilities.

- If the action is approved, the modification of CFD 9, special election, and approval of other related documents will occur on July 15, 2025.
- Bonds are not expected to be authorized for issuance or sale until the development is well underway and the Facilities are at or near completion, at which time documents relating to the issuance and sale of the bonds will be brought to the City Council for its approval.

- There is no direct financial impact in approving these resolutions.
There is no financial impact to the General Fund.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: June 26, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Private Parking Ordinance. (20 minutes)

RECOMMENDATION

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 COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING; FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030."

(Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 13, 2025.)

Please click on the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/T3OMMHpO_eE

BACKGROUND

The Community Development Department has prepared an ordinance to facilitate off-street parking enforcement on private properties. Private property owners have historically been limited in their ability to enforce parking regulations with towing as their only current recourse. In 2015, Assembly Bill (AB) 451 was signed into law amending California Vehicle Code (CVC) Section 21107.8 to introduce specific requirements that allow cities or counties to authorize regulations by resolution or ordinance for unauthorized parking in privately owned off-street parking facilities that are generally open to the public. AB 451 recognized this issue for cities and counties that have high parking demands and usage and amended the CVC to allow for the enforcement of parking violations on private property through the issuance of parking tickets.

City Code addresses towing on public streets, alleys, and parking lots, as well as towing of abandoned vehicles. Towing on private property is addressed in the CVC. AB 451 did not alter the ability of private parking operators to tow vehicles under existing regulations (CVC Section 22658). See additional discussion in the "Committee Outcome" section of this report.

DISCUSSION

Approval of this ordinance will allow specific types of private parking operators/owners to issue notices of a parking charge (i.e. parking tickets), similar to on-street public parking violations, within their off-street private parking facilities. The introduction of the attached Private Parking Ordinance would aid property owners in addressing unauthorized parking on private property to encourage turnover of parking spaces in high-demand areas.

This proposed ordinance would allow private property owners/operators of commercial retail district and shopping center parking facilities with greater than 200 parking spaces to enforce their private parking management strategies by issuing

parking tickets, subject to obtaining a city registration and business tax certificate.

As proposed, each property owner seeking to enforce private off-street parking must submit an application for a registration by the city to ensure compliance with the requirements of the ordinance; however, the city will not be involved in the enforcement process.

ANALYSIS

AB 451 enables the City, through this proposed ordinance, to grant private property owners/operators the ability to manage their private parking facilities under specific conditions and criteria. Operators of private parking facilities in commercial retail districts and shopping centers play a pivotal role in facilitating the usage of parking spaces to enhance the customer experience and maximize business for their tenants. Parking facility operations are established by the owner/operator of each parking facility and are designed to address the unique parking needs of their parking lots to ensure efficient turnover, particularly in high-demand areas. These operational efforts can include establishing maximum parking hours, providing for metered parking, providing security to monitor parking lots, and enforcement of towing of vehicles. The ability of parking facility operators to enforce the operational parking management strategies by charging for parking violations will be enabled by this ordinance. This ordinance would encourage parking turnover to increase parking availability for greater economic activity within the commercial retail and shopping districts in the City of Oxnard.

Parking Requirements

Under this proposed ordinance, the number of Oxnard City Code required off-street parking spaces and the layout of the parking facilities would not change.

Proposed Private Parking Ordinance

The proposed Private Parking Ordinance will provide the structure and tools for larger private commercial parking facilities in major shopping centers, citywide, to address unauthorized vehicles on private property by allowing private property owners to issue parking tickets when a vehicle is parked beyond the specified regulation.

Locations that could potentially benefit from this ordinance include: The Collection, Shopping at the Rose, The Esplanade Shopping Center, The Centerpoint Mall, and Seabridge Marketplace. The proposed ordinance would align with State Law (AB 451), while adding other requirements specific to the City of Oxnard.

Registration and Plan

In order for private property owners and parking management operators to start issuing parking tickets, known as Notice of a Parking Charge in the proposed ordinance, they would be required to register with the City of Oxnard Community Development Department. The registration consists of an application to the Community Development Department with the following items:

1. The selected private parking operator with contact information,
2. The dispute resolution process established by the private parking operator, and
3. A parking and signage installation plan.

When all items are provided and correctly completed, a registration and a city business tax certificate are issued, which would then allow the private parking owner/operator to begin issuing parking tickets for parking violations. Based on feedback from the Committee, staff incorporated in the application and registration requirements that notices be provided to the business owners and employees and signage placed onsite seven (7) days prior to issuing tickets. The registration is a one-time application unless there is a change in one of the above items that would require updating the registration.

The requirements of the parking and signage installation plan include a site plan of the parking facility, the location of signage indicating parking regulations will be enforced by ticketing, and if meters are used, the location and details of the meters. Posted signs are required at each entrance with a minimum dimension of 11 by 22 inches per state law. The Community Development Department would review the documents and plans to make sure all items meet the full criteria listed in the ordinance in order to receive a registration.

Mail-In Parking Charges

The parking violation results in a notice of a parking charge (i.e. parking ticket) for unauthorized parking in an off-street private parking facility that would not exceed the fine for stopping in a red zone City of Oxnard parking citation, which is currently \$65. The notice of parking charge would indicate “Invoice” followed by “Parking Fee Imposed by (name of parking operator).” The notices would clearly state that the notice of parking charge is “Not issued by the City of Oxnard” and would not be permitted to resemble a City of Oxnard parking violation notice. Mail-in parking charges would be paid to the private parking owner/operator.

Dispute Process

After the issuance of a notice of a parking charge, a customer will have the right to dispute the notice with the private parking operator. The ordinance describes the general outline of the dispute procedure for contested parking charges. A specific dispute procedure, not involving the City of Oxnard, will be developed in detail by each parking enforcement operator as part of the registration package reviewed by the city. If the customer is dissatisfied with that result, an administrative hearing held by an appointed qualified third-party examiner can review the disputed charge. After the administrative hearing, the decision is final. The appeal process, including the administrative hearing, would be managed by the private party parking enforcement operator and their qualified third party hearing officer. The City of Oxnard would not be involved in any part of the dispute process, including any appeals process or administrative hearings.

Revocation

The ability of private property owners to utilize the Private Parking Ordinance would be permitted for specific properties that register with the city, as described above, and that remain in compliance with the ordinance. The Community Development Director would have the ability to issue warnings and revoke a property owner's right to utilize the ordinance should they receive complaints or fail to comply with the requirements of the ordinance.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There are no financial impacts associated with this agenda item. The City would collect funds from the applicants utilizing Council approved hourly fee rates to cover the cost of reviewing the registration. The City would not collect any private parking ticket charges.

COMMITTEE OUTCOME

At the Community Services, Public Safety, Housing & Development Committee, the committee asked questions of staff regarding application and registration fees, towing procedures, and signage requirements. The discussion around towing procedures for unauthorized parked vehicles was clarified that the CVC regarding removal of vehicles from private property can already be utilized without the adoption of this ordinance. To further elaborate, the CVC currently allows private property owners and the businesses to tow unauthorized parked vehicles so long as they have proper signage in place indicating towing is enforced on the property. This vehicle code section remains effective as an option for property owners, in addition to issuing parking tickets with the approval of the proposed ordinance. However, to ensure compliance with private property towing, CVC Section 22658 has been added to the Private Parking Ordinance Section 8-61.1.

To conclude the meeting, Chair Mayor Mc Arthur recommended that prior to implementation of issuance of parking tickets, that property owners communicate to business owners, employees, visitors, and customers as a courtesy warning that enforcement of parking will occur by a selected date. Staff has incorporated in the application and registration requirements that notices be provided to the business owners and employees and signage placed onsite seven (7) days prior to issuing tickets in Section 8-61.5.

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 13, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jamie Peltier, Planning Supervisor

ATTACHMENTS

1. Private Parking Ordinance
2. Staff Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the State of California signed Assembly Bill (AB) 451 into law on January 1, 2016; and

WHEREAS, AB 451 allows cities or counties to authorize, via ordinance or resolution, operators of privately owned off-street parking facilities to regulate unauthorized parking in their facilities; and

WHEREAS, the City requests to establish by ordinance the procedures for the private parking facilities to privately enforce off-street parking and to codify the private parking regulations by modifying Chapter 8 of the Oxnard City Code (OCC); and

WHEREAS, on May 13, 2025, the Community Services, Public Safety, Housing & Development Committee (“Committee”) voted (3-0) of the private parking ordinance; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ordinance is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

Section 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 of this Ordinance, as set forth below, which modify Chapter 8 of the City Code.

Section 3. Division 3 is hereby added to Article IV of Chapter 8 of the Oxnard City Code to read as follows:

“DIVISION 3. PRIVATE PARKING

- 8-61.1. Purpose and Intent
- 8-61.2. Definitions
- 8-61.3. Compliance with Article
- 8-61.4. Mail-in Parking Charges
- 8-61.5. Registration
- 8-61.6. Maximum Amount of Mail-in Parking Charges
- 8-61.7. Form and Content of Parking Charge Notices
- 8-61.8. Dispute Resolution Procedure for Contested Parking Charges
- 8-61.9. Prohibited Business Practices
- 8-61.10. Areas of applicability
- 8-61.11. Revocation

SEC. 8-61.1. PURPOSE AND INTENT.

The city council finds and declares that the owners of privately owned off-street parking lots are authorized to regulate unauthorized parking in such facilities in accordance with the provisions of this article.

The city council further finds and declares that the provisions of the California Vehicle Code Sections 22350, 23103 and 23109, provisions of Division 16.5 (commencing with Section 38000) of the California Vehicle Code, Section 22507.8 (Designated Disabled Parking), and Section 22658 (Removing Vehicles) of the California Vehicle Code shall apply to the privately owned and maintained off-street parking facilities.

SEC. 8-61.2. DEFINITIONS.

- (A) **BUSINESS HOURS** - the period from one hour before the business is open for customers until the time the businesses close for customers. For parking spaces designated for users of automated teller machines, employee, tenant, or other non-customer reserved parking, business hours means 24 hours a day unless otherwise specified by signage in the off-street parking facility.
- (B) **DIRECTOR** - The Community Development Director for the City of Oxnard, or his/her designee.
- (C) **MAIL-IN PARKING FEE OR MAIL-IN PARKING CHARGE** - a charge for unauthorized parking in an off-street parking lot.
- (D) **NOTICE OF A PARKING CHARGE** - a written document affixed to a vehicle which notifies the vehicle driver of a mail-in parking fee that is due as a result of an unauthorized parking in an off-street parking lot.

- (E) OFF-STREET PARKING FACILITY - privately owned property that is generally held open to the public for commercial purposes with contiguous lots, or a discernible portion thereof, containing a minimum of 200 spaces for the parking of vehicles, including but not limited to surface lots, parking structures above ground and subterranean, and/or curb parking.
- (F) PARK - to leave a vehicle standing while the driver or owner of that vehicle has left the vehicle or has exited the off-street parking facility.
- (G) PARKING METER - any device which, when the recording dial thereof is set in motion by the deposit of any coin, or equivalent thereof, or by the operation of any actuating device, registers the length of time that any vehicle is parked adjacent to or in the immediate vicinity of the parking meter and displays a flag, sign, or receipt to be displayed, signal, or other electronic means indicating that the permitted or paid time has expired. Parking meters may be multi-space or single-space meters, and may require vehicle operators to display a receipt or enter vehicle identification information to permit parking adjacent to or in the immediate vicinity of the parking meter.
- (H) PERSON - any natural person, firm, company, corporation, partnership, governing body, institution or association.
- (I) PRIVATE PARKING OPERATOR - any person who owns or controls, or person who acts on behalf of or at the behest of a person who owns or controls, an off-street parking lot.
- (J) SIGN OR SIGNAGE - a public display and conveyance of information posted for viewing.
- (K) UNAUTHORIZED PARKING OR PARKING WITHOUT AUTHORIZATION - shall include: (i) parking in an off-street parking lot in violation of parking restrictions established by a private parking operator and indicated by signs at the off-street parking lot; (ii) failing to pay (or properly display proof of payment) for parking at any pay and park off-street parking lot; (iii) leaving a vehicle parked over-time at an off-street parking lot for a period of time in excess of the amount paid for or permitted (as determined by the private parking operator); (iv) parking in a "no parking," red zone, yellow zone, loading zone, fire lane, or non-designated parking space of an off-street parking lot; or (v) parking in a manner that has the effect of blocking, impeding, or restricting another vehicles ability of egress or ingress or otherwise obstructing the orderly flow of traffic.
- (L) VEHICLE - any automobile, motorcycle, trailer coach, park trailer, or any human-powered device that moves people, also defined in the California Vehicle Code.

SEC. 8-61.3. COMPLIANCE WITH THIS ARTICLE.

- A. It shall be unlawful and an unfair business practice within the meaning of Business and Professions Code §17200 for any person to charge a mail-in parking fee, or to issue or cause to be issued a notice of parking charge, that is not in compliance with this article. Any notice of parking charge that is not in compliance with this article shall be invalid.

SEC. 8-61.4. MAIL-IN PARKING CHARGES.

- A. A private parking operator may charge a mail-in parking fee to owners of vehicles parked without authorization in an Off Street Parking Facility only after obtaining approval of their parking and installation plan, and a dispute resolution policy, by the Director.
- B. Where a private parking operator of an Off Street Parking Facility of a closed business utilizes parking meters, lock-box, or other device requiring payment for parking, a private parking operator may charge a mail-in parking fee to owners of vehicles parked at the parking facility without authorization outside of normal business hours.
- C. Where a vehicle is parked in a no parking zone, red zone, yellow zone, loading zone, or non-designated parking space of an Off Street Parking Facility of a closed business, a private parking operator may charge a mail-in parking fee to the owner of the vehicle outside of normal business hours.

SEC. 8-61.5. REGISTRATION.

- A. Every private parking operator who issues notices of parking charges shall first register and receive an approved parking and installation plan, including a dispute resolution policy, and they shall obtain a valid City of Oxnard Business Tax Certificate before doing business in the city. The fee for registering, reviewing, inspecting, and amending the registration and parking and installation plan shall be an hourly charge for the city staff time required at the applicable rates set forth by City Council resolution.
- B. The private parking operator shall agree to place signage on site notifying the business owners, employees, and customers that parking regulations will be enforced at least seven (7) business days prior to issuing notices of parking charges.
- C. The parking and installation plan submitted for review shall include the following:
 - a. A site plan identifying the parking facility area where parking charges will be enforced and issued, including the following details:
 - i. Parking areas showing dimensions, and striping/markings for parking spaces, painted arrows, loading areas, drive aisles, and driveway throats.
 - ii. A table showing the number of parking spaces provided (by type), including standard, handicap, bicycle and motorcycle parking spaces.
 - iii. Location of standard, motorcycle, and handicap parking spaces.
 - iv. Type of proposed parking restriction by area.;
 - b. Signage types;
 - c. Signage locations;
 - d. Signage language and size; and
 - e. Number of signs used.

- D. When mail-in parking charges will be used in conjunction with parking meters and/or payment devices installed on private property, the parking and installation plan shall include the following, in addition to Section 8-61.4(B):
 - a. Location of the meters;
 - b. How the spaces will be identified and defined,
 - c. How the meters will indicate the time periods that they are in use.
- E. The Director shall have the right to require alterations to the parking and installation plan, inspections, or impose conditions of approval to ensure public health, safety, and welfare with regard to the operation of the off-street parking facility and surrounding streets.
- F. A private parking facility property owner shall be required to submit to the city any change in the parking and installation plan, meters, or payment devices that occur after the city's original approval within one month of any change. Any changes shall be subject to additional review and approval by the Director.
- G. The registration shall include the name, address, and telephone number of the private parking operator, the names, business addresses, telephone numbers, and email addresses of each person owning ten percent or more of the business, and the Oxnard business tax certificate number of the business.
- H. The registration shall include a dispute resolution process policy as required by Section 8-61.8.
- I. The registration shall include a description of the procedures the private parking operator shall utilize when issuing a notice of parking charge. Before any private parking operator can issue a notice of parking charge within the city, the procedure for issuing these charges shall be approved by the Director.

SEC. 8-61.6. MAXIMUM AMOUNT OF MAIL-IN PARKING CHARGES.

No mail-in parking fee charged pursuant to this division shall exceed the amount of fine for violation of Section 8-54 of this code (stopping in red zones).

Signs indicating restrictions on parking in an off-street parking lot shall be posted as required by this section. No mail-in parking fee shall be required and no notice of parking charge shall be issued unless there are in place signs substantially in the form required by this section and shown on the parking and installation plan approved by the Director.

- A. Signs not less than 17 inches by 22 inches in size with lettering not less than one-inch in height must be posted at each entrance to the off-street parking facility, must identify any applicable parking restrictions, hours in which the parking restrictions are in force, include statements to the effect that the off-street parking lot is subject to public moving vehicle laws, and violators may be subject to a mail-in parking fee or vehicle removal. Where different restrictions apply to parking spaces with common entrances, the restrictions applicable to each space shall be clearly delineated.

- B. The Director is hereby authorized to establish uniform sign sizes, colors, sizes of lettering, and other information that may be required on all signs in order to be in compliance with this division. If the Director establishes such criteria, all signs required by this article shall be brought into compliance within 180 days.
- C. Signs which indicate that a customer may park for no fee shall indicate whether the authorized parking is only for the time the customer is on the premises or whether it is for a limited duration of time. In the absence of such designation, a customer shall not be charged a mail-in parking fee.
- D. Nothing in this division shall be construed as to modify the authority of the city to issue citations.

SEC. 8-61.7. FORM AND CONTENT OF PARKING CHARGE NOTICES.

- A. No person shall place on any vehicle a notice of a parking charge which does not contain at the top of the notice in at least 12-point print the words “INVOICE” followed by “PARKING FEE IMPOSED BY XXX,” inserting the name, telephone number and street address of the private parking operator or private parking lot owner where the notice was issued.
- B. Every notice of parking charge shall end with the legend “This parking charge notice is not issued by the City of Oxnard.” This provision shall be in at least 12-point print.
- C. No notice of parking charge shall display any feature that resembles a city parking citation, and no image similar to the logo of the City of Oxnard shall be used. The notice of parking charge shall be a color distinctive from a city parking citation.
- D. Every notice of parking charge shall state that the private parking operator or private parking facility owner identified in subsection (a) may cancel the mail-in parking charge at any time for any reason.
- E. Every notice of parking charge will indicate the conditions under which a vehicle will be removed (towed).

SEC. 8-61.8. DISPUTE RESOLUTION PROCEDURE FOR CONTESTED PARKING CHARGES.

- A. Every private parking operator issuing notices of parking charges shall establish a written dispute resolution policy for contested parking charges. A copy of the current policy shall first be approved by the Director and included in the registration. Every such policy shall contain the provision that allows the business or property owner who has issued the notice of parking fee, or authorized notices to be issued, to cancel the notice and parking fee at any time for any reason. The availability of this cancellation remedy shall be

printed on every notice with phone numbers of the private parking operator or the business/property owner of the private parking facility.

- B. A person may request an initial review of the notice by the private parking operator within a timeframe specified in the dispute resolution procedure. There shall be no charge for this review. If, following the initial review, the private parking operator is satisfied that the violation did not occur, that the registered owner was not responsible for the violation, or that extenuating circumstances make dismissal of the parking charge appropriate in the interest of justice, the private parking operator shall cancel the notice of parking charge or notice of delinquent parking charge. If following that review, cancellation of the notice does not occur, the private parking operator shall include a reason for that denial, notification of the ability to request an administrative hearing, and notice of the procedure for waiving prepayment of the parking penalty based upon an inability to pay.
- C. If the person is dissatisfied with the result of the initial review, the person may request an administrative hearing of the parking charge in accordance with the approved dispute resolution procedure.
- D. The administrative hearing process shall include the following:
 - 1. The person requesting a hearing shall have the choice of a hearing by mail or in person. An in-person hearing shall be conducted within the boundaries of the City of Oxnard.
 - 2. If the person requesting the hearing is a minor, that person shall be permitted to appear at a hearing or admit responsibility for the parking charge without the necessity of the appointment of a guardian. The processing agency may proceed against the minor in the same manner as against an adult.
 - 3. The administrative hearing shall be conducted in accordance with written procedures established by the private parking operator and as on file with the Director. The hearing shall provide an independent, objective, fair, and impartial review of contested parking violations.
 - 4. (A) The private parking operator's governing body or chief executive officer shall appoint or contract with qualified examiners or administrative hearing providers that employ qualified examiners to conduct the administrative hearings. Examiners shall demonstrate those qualifications, training and objectivity necessary to conduct a fair and impartial review. An examiner shall not be employed, managed, or controlled by a person whose primary duties are parking enforcement or parking citation, collection, or issuance. The examiner shall be separate and independent from the parking charge collection or processing function. An examiner's continued employment, performance evaluation, compensation, and benefits shall not, directly or indirectly, be linked to the amount of parking charges collected by the examiner.

- (B) Examiners shall have a minimum of 20 hours of training. Training may be provided through (i) an accredited college or university, (ii) a program conducted by the Commission on Peace Officer Standards and Training, (iii) American Arbitration Association or (iv) any program approved by the Director.
5. The examiner's decision following the administrative hearing shall include a written reason for that denial.
6. The examiner or private parking operator may, at any stage of the initial review or the administrative hearing process, and consistent with the written guidelines established by the private parking operator, allow payment of the parking charge in installments, or the private parking operator may allow for deferred payment, if the person provides evidence satisfactory to the examiner or the private parking operator of an inability to pay the parking penalty in full.

SEC. 8-61.9. PROHIBITED BUSINESS PRACTICES.

- A. No private parking operator shall utilize the Denver Boot or other similar device that is attached to the vehicle and which immobilizes the vehicle.
- B. No person shall report, or threaten to report, an unpaid notice of a parking charge to a credit bureau or a collection agency unless a small claims court or other judicial proceeding has established the debt. No person shall take any action or threaten to take any action to collect or contact with another person who takes or threatens to take any action to collect an unpaid notice of parking charge other than to seek establishment of the debt in a small claims court or other judicial proceeding.
- C. No private parking operator shall pay any employee or independent contractor a salary or fee that is in any way based on the number of notices of private parking charges being issued.
- D. The owner or operator of an Off-Street Parking Facility shall not file with, or transmit to, the Department of Motor Vehicles a parking fee invoice for the purpose of having the Department of Motor Vehicles attempt to collect unpaid parking fees by refusing to issue or renew a license pursuant to California Vehicle Code Section 12808.1 or refusing to renew the registration of a vehicle pursuant to Section 4760.

SEC. 8-61.10. AREAS OF APPLICABILITY.

This article shall apply to all areas within the City of Oxnard meeting the definition of Off Street Parking Facility as per Section 8-61.2

SEC. 8-61.11. REVOCATION.

The Community Development Director shall have the right to conduct periodic inspections and review to determine if an off-street parking facility, owner, and its private parking operator, are in

full compliance with this division and/or any other federal, state, or local law. If any violation is found, the Community Development Director shall have the right to issue one (1) warning, and if found out of compliance within 60 days, the right to off-street parking facility's ability to issue notice of parking charges and mail-in parking fees in their respective lots may be revoked.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. 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 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.

Section 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) 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 Gov. Code Section 36933. Ordinance No. _____ was first read on June 26, 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. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. López, City Clerk

Stephen M. Fischer, City Attorney

Private Parking Ordinance

City Council
By: Jamie Peltier, Planning Supervisor
Joe Pearson II, Planning and Environmental Services Manager

June 26, 2025

Background

- Existing State law allows privately owned parking facilities to enforce parking restrictions through the use of vehicle towing.
- AB 451 amended California Vehicle Code Section 21107.8 for cities or counties to provide privately owned parking facilities additional options to regulate unauthorized parked vehicles through the issuance of parking tickets. The basics of the law include:
 - The City must pass an ordinance
 - A private property owner maintains and operates the private parking facility
 - A private property owner can use a qualified vendor to issue parking tickets for unauthorized parking
 - A private property owner is not permitted to file with or transmit to the DMV a parking fee invoice in attempt to collect.
 - Requires a dispute policy
 - Requires onsite signage
 - Specifies parking ticket language requirements

Analysis

- Purpose/Benefits for shopping centers and the City of Oxnard
 - Allows a higher turnover of parking spaces
 - Towing is the only option without this ordinance
 - More options to enforce parking regulations
 - Affords increased availability of high demand parking spaces
 - Tailored parking requirements for individual shopping centers
 - Does not require parking enforcement by the city

Proposed Ordinance

- Amending the Oxnard City Code
 - Chapter 8 - Vehicles and Traffic
 - Article IV - Parking
 - ***Division 3 - Private Parking (New)***
- This proposed ordinance would allow private property owners/operators of commercial retail district and shopping center parking facilities with greater than 200 parking spaces to enforce their private parking management strategies by issuing parking tickets, subject to obtaining a city registration and business tax certificate.
- Property owners/operators elect to utilize the ordinance.
- Authorizes a third party regulator to charge parking fees (tickets) on private property.
- Example shopping centers in Oxnard: The Collections, Shopping at the Rose, The Esplanade.
- There would be no impact to code required off-street parking requirements.

Registration

- Requirements of shopping centers that elect to participate in the program:
 - Registration
 - Private parking operator contact information
 - Dispute resolution process policy
 - Parking Plan
 - Site plan showing subject parking area
 - Number of parking spaces
 - Number of spaces where enforcement will occur
 - Driveways, entries
 - ADA, motorcycle
 - Signage
 - Type
 - Location
 - Language
 - Size
 - Number
 - Business Tax Certificate

Mail-in Parking Charges

- After private property owner/operator receives registration with accepted parking plan:
 - Private parking owners/operators can charge mail-in parking fees (i.e. tickets) for unauthorized parking
 - Parking tickets would have printed INVOICE on the face followed by “PARKING FEE IMPOSED BY XX”
 - Parking tickets would clearly indicate “not issued by the City of Oxnard”
 - Parking tickets can not resemble a City of Oxnard citation
 - Maximum amount charged not to exceed amount for ‘stopping in a red zone’ (currently \$65)
 - Parking tickets must provide parking operator contact information

Dispute Process

- Dispute policy is established by the parking operator and submitted to the city with registration to outline the process for the customers. The process to include:
 - Parking operator may dismiss the parking charge after the customer contacts the information from the parking invoice.
 - If customer is unsatisfied with outcome of the determination, they may proceed with an administrative hearing.
 - Third party qualified examiners are separate from the parking operator and certified by a program
 - The decision is final after administrative hearing.
- The City of Oxnard is not involved in the dispute resolution process.

Revocation

- The Community Development Director has the ability to issue warnings and revoke the registration for the parking operator, if not in compliance with the ordinance.

Committee Outcome

- Approved 3-0
- Discussion items by the committee included:
 - Application and registration requirements and fees
 - Towing procedures
 - Signage standards and locations
- Staff clarified:
 - Application and registration is a one-time fee at an hourly rate and unless there were changes to the registration, there would be no need for more fees.
 - Towing is already permitted by the California Vehicle Code with proper signage. The proposed ordinance would include that CVC section for removal of vehicles from private property to ensure compliance.
 - Added in the registration, the property owner would be required to notify the shopping center employees and patrons that issuing parking tickets will occur starting on a certain date

Recommendation

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 COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.4

DATE: June 26, 2025

TO: City Council

FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Authorize the Assessment and Collection of Fees within the Oxnard Downtown Management District for Fiscal Year 2025-26. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution authorizing the assessment and collection of fees within the Oxnard Downtown Management District for Fiscal Year 2025-26.

(This item did not originate in Committee.)

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

BACKGROUND

The Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the "Law"), authorizes cities to establish property and business improvement districts (the "PBIDs") to promote enhanced economic revitalization and physical maintenance of these commercial districts. The Law authorizes cities to assess and collect fees on real property within such districts for the purpose of making improvements and promoting activities that specifically benefit real property within such districts.

The Oxnard Downtown Management District (the "District") was originally formed in 2001 and has continually been renewed with the most recent renewal taking place on July 2, 2024, for a five-year period (FY 2024-25 – FY 2028-29). The most recent renewal expanded the District boundaries to 32 blocks, encompassing 432 parcels. A copy of the District Map is attached to this report (Attachment 2). Staff reports related to the renewal of the District are attached to this report (Attachment 3). The renewal received 87.65% ballots returned in favor of renewal.

As part of the 2024 renewal, the City Council approved a five-year Management District Plan ("Plan") (Attachment 4). As stated in the Plan the PBID is a unique benefit assessment district that enables the District property/business owners and residents, working as a unit, to continue to fund needed property and business related services, programs and improvement projects above what can and is provided by the City of Oxnard such as enhanced maintenance and security, business development, beautification and related management. The Plan outlines the methodology used to generate the assessments and outlines how the revenue will support enhanced services in the District.

Annually, the City Council adopts a resolution approving the assessment and collection of fees on real property within the District. The District is managed by the Downtown Oxnard Improvement Association ("DOIA"), a California nonprofit public benefit corporation.

On May 4, 2021, the City of Oxnard entered into a Management and Disbursement Agreement ("Agreement") with the DOIA. The Agreement sets forth the terms and conditions by which DOIA and the City successfully implement the District.

DISCUSSION

Using the formula identified in the City Council approved Management District Plan, the assessment will generate \$603,324.76 in revenue for the District. Based on the assessment, \$431,774.20 will be charged to private owners and \$171,550.56 to public agencies (City of Oxnard and County of Ventura). A copy of the Assessment Roll is attached to this report (Attachment 5). The amounts to be levied represent a 5% increase over the prior fiscal year, as allowed by the Management District Plan and recommended by the Downtown Oxnard Improvement Association Board of Directors. The assessments will support the three core programs identified in the Management District Plan, which are: Civil Sidewalks, District Identity/Placemaking and Administration.

The Civil Sidewalks Program supports enhanced street, sidewalk, alley and parking lot cleaning, along with enhanced public safety primarily through private security patrols. The District Identity and Placemaking Program supports the promotion and marketing of events, installation of holiday displays and public art and the maintenance of sidewalk planters. The Administration Program provides the funding necessary to pay for the staff needed to manage the District's day-to-day operations which includes managing programs and budgets, preparing reports, hosting networking events and conducting merchant visits.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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 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

The district assessments are collected by the County of Ventura with the property tax billing. The County returns the assessment funds to the City, who then remits them to the DOIA. Public agencies that are not issued a property tax bill, will receive a handbill directly from DOIA. All assessments received are accounted for in a specific fiduciary fund, 561 Oxnard Downtown Management District Fund.

The City will be responsible for properties owned by the City, Housing Authority, and Parking Authority. The City's 2025-26 PBID Assessment is approximately \$163,855.42 which is included in the proposed FY 2025-26 budget.

For Finance Use Only: General Fund (Org. 1014104 Obj. 57410)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Attachment 1 - ODMD FY25-26 Assessment Resolution.v2
2. Attachment 2 - District Map
3. Attachment 3 District Renewal Staff Reports
4. Attachment 4 - Management District Plan
5. Attachment 5 - Assessment Roll (Exhibit "A" to Resolution)
6. Attachment 6 - PowerPoint Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-26 WITHIN THE OXNARD DOWNTOWN MANAGEMENT DISTRICT, PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7 Of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the “Law”), authorizes cities to establish property and business improvement Districts (“PBIDS”) within business districts to promote the economic revitalization and physical maintenance of such districts; and

WHEREAS, the Law authorizes cities to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such districts; and

WHEREAS, on July 2, 2024, the Oxnard City Council re-established for a five-year period the property and business improvement district named the Oxnard Downtown Management District (the “District”); and

WHEREAS, it is necessary for the City Council to adopt a resolution to levy and collect assessments in the District for each of the five years.

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

Section 1. The levy and collection of assessments against lots and parcels of real property within the District for Fiscal Year 2025-26 is ordered as shown on Exhibit “A,” attached hereto and incorporated herein by reference.

Section 2. The proposed improvements and activities for the District include providing street, sidewalk, alley and parking lot cleaning and other municipal services supplemental to those normally provided by the City; a public safety/ambassador guide program; promotions and marketing; expansion of thematic physical amenities throughout Downtown and other improvements and activities which benefit businesses and real property located in the District.

Section 3. The assessment to be levied and collected for Fiscal Year 2025-26 is \$603,324.76, which reflects a rate increase of 5% over the previous Fiscal Year. Of the total assessments to be levied, \$431,774.20 is to be charged to private owners and \$171,550.56 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed 5% per year. There is a 5% increase in the assessment for the Fiscal Year 2025-26.

Section 4. The City of Oxnard Chief Financial Officer is hereby authorized to request County of Ventura to collect assessments for the District for Fiscal Year 2025-26.

Section 5. The City Clerk is hereby authorized and directed to transmit a certified copy of the Resolution and the report regarding the July 2, 2024, re-establishment of the District to the Ventura County Auditor, as may be required to place said assessment on the secured property tax roll for the Fiscal Year 2025-26.

PASSED AND ADOPTED THIS 26th day of June, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

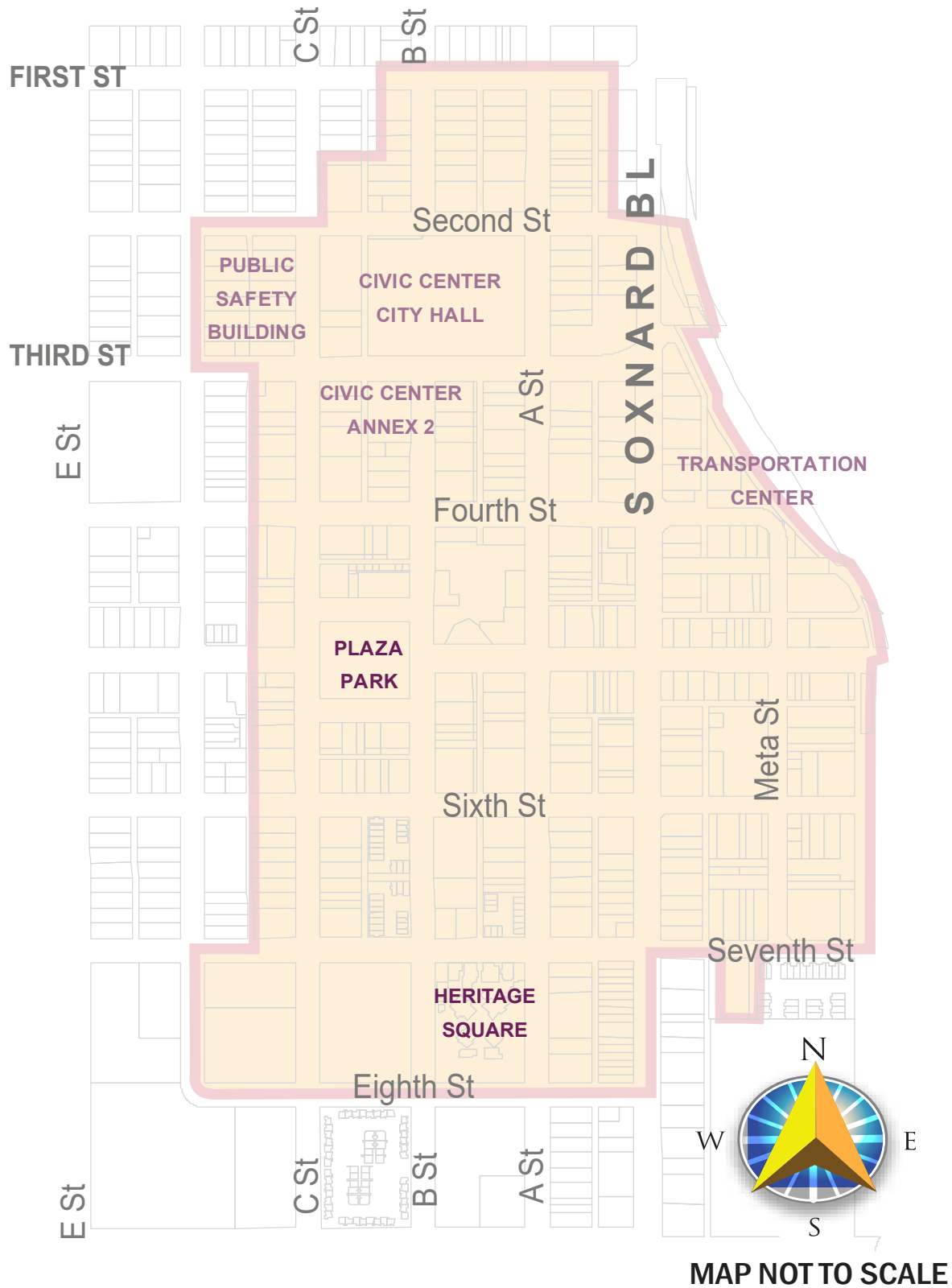
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

OXNARD DOWNTOWN

Management District



 DISTRICT BOUNDARY



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.5

DATE: April 30, 2024
TO: City Council
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Renewal and Expansion of the Oxnard Downtown Management District. (10 Minutes)

RECOMMENDATION

That the City Council Adopt a Resolution of Intent to:

1. Renew and expand the Oxnard Downtown Management District (ODMD), located in downtown Oxnard, the boundaries of which are approximately 1st Street on the north, the railroad tracks and Oxnard Boulevard on the east, 8th Street on the south, and C Street on the west;
2. Levy and collect assessments therein in the amount of \$572,250 in fiscal year 2024-25; and
3. Hold a public hearing on July 2, 2024 on said renewal and levy of assessments.

(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/6tHhnojpVZo>

BACKGROUND

In May 2001, the City Council established the Oxnard Downtown Management District ("ODMD"), a property-based business improvement district ("PBID") for a five-year period, which is the maximum term permitted by the laws of the State of California at the time. The PBID was renewed and expanded in 2006 for another five-year term; renewed again in 2011 for an additional three-year term and renewed again for five-year terms in 2014 and 2019. The PBID expires at the end of this calendar year. Unless renewed, the PBID will cease to exist and to levy any further assessments.

DISCUSSION

Since last fall, a PBID Renewal Committee consisting of downtown property and business owners has been meeting to formulate the details of a PBID renewal. The Committee has determined to propose a five-year PBID renewal period. Note that the maximum period permitted is ten-years. The Committee proposes a 2024 annual budget of approximately \$572,250, an increase to the current \$512,000 assessment, to continue enhanced maintenance, enhanced security, business development, beautification, and related management services. The Committee further proposes to expand the PBID boundaries.

The proposed expanded PBID boundary includes approximately a thirty-five-block area bounded roughly by 1st Street on the north, the railroad tracks on the east, 8th Street on the south and C Street on the west. Note that ODMD proposes to expand north to 1st Street from the centerline of B Street to Oxnard Boulevard. This two-block area includes a combination of commercial parcels associated with downtown Oxnard and mixed-use parcels including residential rental units. (Please refer to the map included in Attachment G)

PBID Proposal

Under the PBID renewal proposal, the City of Oxnard, Housing Authority of the City of Oxnard and the Parking Authority would be assessed \$156,052.78, which will be combined with the PBID assessment funding of \$416,197.22 from the remaining properties within the proposed renewed and expanded district boundary. The total assessment funds of \$572,250 are proposed to be allocated as follows during the first renewal year.

1. Civil Sidewalks: \$335,000 (58.5%) - Civil Sidewalks includes maintenance and safety services in public sidewalk areas adjacent to assessed parcels in ODMD. Services include litter pickup and illegal dumping removal, graffiti abatement, trash enclosures cleaning, sidewalk sweeping and pressure washing, gardening, weed removal, visitor assistance, daily security patrols, loitering & trespassing subject removal, and homeless outreach.
2. District Identity and Placemaking: \$83,250 (14.5%) - Activities and programs that market and promote positive aspects of downtown Oxnard. This work plan category also includes placement of, and care for, a variety of physical improvements and amenities within the public areas for the special benefit of each identified and assessed property within ODMD by creating a unique and marketable “sense of place”. The District Identity and Placemaking work plan component includes a website, social media management, newsletters, advertising, media relations, special events, sidewalk flower planters, public art displays, holiday streetlamp décor, and street banners.
3. Organizational Development: \$154,000 (27%) - This work plan category includes professional management and related corporate operation costs of providing PBID funded services, programs and improvements for the special benefit of each identified and assessed property within ODMD. Organizational Development also includes legal, accounting, insurance, facilitation of board meetings and development, Brown Act compliance, outreach to ODMD property and business owners. The Organizational Development work plan component exists only for the purposes of ODMD and directly relates to the implementation of Civil Sidewalks and District Identity and Placemaking services, programs and improvements which benefit each identified assessed property within the proposed boundaries.

Process for District Renewal

The steps to renew a PBID are similar to the initial establishment in 2001. Section 36600 et seq of the California Streets and Highways Code allows for the formation and renewal of PBIDs and requires a two-step approval process that begins with a petition to gather support from owners who represent more than fifty-percent of the assessment proposed to be levied. This has been accomplished, with collected petitions exceeding fifty-percent of the total assessment to be levied on privately and publicly owned properties. Once this is complete, the City has the option to adopt Resolution of Intention to Renew and Expand the PBID (the subject action).

The second step, the ballot phase, is initiated only if the City Council adopts a Resolution of Intention to Renew and Expand the PBID. This adoption authorizes the City Clerk to mail a ballot for the renewal of the district to each property owner within the proposed boundaries and to set a date for a public hearing to count the ballots. For more information regarding the renewal, use the following link to access a video prepared by ODMD (<https://www.youtube.com/watch?v=mi9bwAPiATY>).

In order for the District to be renewed, a weighted majority of the ballots returned must be in favor of renewal. The City Council may then renew the district by adopting a Resolution to Renew and Expand the PBID.

An informational packet will be mailed prior to May 17, 2024, to the property owners within the proposed district boundary. The packet will include a ballot to be returned to the City Clerk’s Office by the close of the public input period of the public hearing on July 2, 2024.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There are no financial impacts associated with the recommended action. However, there will be a financial impact in the form of assessments levied on City and City related properties at such a time that the district is renewed, to be determined by City Council action on July 2, 2024 during a public hearing. If approved, the city's portion of the assessments is expected to increase by approximately \$3,000 per year. The estimated amount of assessment to the City of Oxnard is \$156,052.78 for fiscal year 2024-2025. The ODMD assessments may increase up to 5% per year for each individual parcel each year during the 5-year effective. Any increase in assessments or proposed action must be approved by the Owners' Association Board of Directors, of which the City is a member, and adopted by the City Council.

The district assessments are collected by the County of Ventura with the property tax billing. The County returns the assessment funds to the City, who then remits them to the ODMD.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Oxnard Downtown Management District Renewal Plan
2. Oxnard Downtown Management District Renewal Resolution
3. Renewal Brochure
4. Oxnard Downtown Management District Renewal Notice
5. Oxnard Downtown Management District Ballot Template
6. Oxnard Downtown Management District Ballot Instructions
7. Map of Expanded Oxnard Downtown Management District
8. Presentation



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4

DATE: July 2, 2024

TO: City Council, Parking Authority, and Oxnard Housing Authority

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Oxnard Downtown Management District Ballot.

RECOMMENDATION

That the City Council and Parking Authority:

Authorize the City Manager, or his designee, to sign, on behalf of the City of Oxnard and Parking Authority, as owners of certain properties located in the Oxnard Downtown Management District ("District"), a ballot in support of the District renewal.

That the Oxnard Housing Authority Board of Commissioners:

Authorize the Executive Director, or his designee, to sign, on behalf of the Housing Authority, as owners of certain properties located in the Oxnard Downtown Management District, a ballot in support of the District renewal.

(This item did not originate in Committee.)

BACKGROUND

On April 30, 2024, the City Council adopted a Resolution of Intent (Resolution No. 15,773) to renew the District for an additional five-year period (January 1, 2025, through December 31, 2029), expand the District, levy and collect assessments therein, and to hold a public hearing on July 2, 2024.

A ballot and informational packet for the renewal of the District was mailed to the property owners within the proposed District boundaries. At the July 2, 2024, public hearing, the City Council will receive public testimony on the renewal of the District and the proposed assessments. The City Clerk will open and count the ballots received at the conclusion of the Public Hearing. In order for the district to be renewed, a weighted majority of ballots received must be in favor of the District renewal.

The City of Oxnard (City), Housing Authority, and Parking Authority are all owners of property within the District. The ballot requests property owners to vote for or against the renewal of the District. The City Manager and Executive Director of the Housing Authority, must be directed to sign the ballot (with either a "Yes" or "No" vote) before the July 2, 2024 public hearing is opened on the District renewal.

The funds levied by the District are critical to the continued revitalization of downtown Oxnard, as they support critical services that not only improve safety and cleanliness but also promote positive activities and events in downtown. Therefore, Staff recommends that the City Council, Parking Authority and Board of Commissioners authorize the City Manager and Executive Director to sign ballots in support of the District renewal.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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 the District is renewed, the City will be responsible for paying an annual assessment each year during the five-year term of the renewal. The City, Housing, and Parking Authorities' cumulative assessment for the first year of the renewed District will be \$156,052.78 and may be increased by five percent (5%) per year.

In the City of Oxnard's adopted 2024-2025 budget, General Funds were approved to support the first year's assessment. Ongoing assessment payments will be requested annually as part of the City's budget process.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. City and Parking Authority Ballot
2. Housing Authority Ballot
3. April 30, 2024-Intent to Renewal the District Staff Report
4. April 30, 2024-FY 23-24 District Annual Update Report Staff Report

OXNARD DOWNTOWN MANAGEMENT DISTRICT RENEWAL



MANAGEMENT DISTRICT PLAN

*Being Renewed for a 5 Year Term Pursuant to
California Streets and Highways Code Section 36600 et seq.
Property & Business Improvement District Act of 1994, as amended*

APRIL 10, 2024

V 3.0

MANAGEMENT DISTRICT PLAN

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VIII. Other Items – page 23
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X. Implementation Timetable – page 23
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Appendix 2: Map of ODMD
Attachment 1: Certified Assessment Engineer’s Report

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

I. MANAGEMENT DISTRICT PLAN SUMMARY

The Oxnard Downtown Management District is a property-based Business Improvement District (PBID) being renewed for a 5 year period by a consortium of business and property owners within Downtown Oxnard. The District was originally formed in 2001 for a 5 year period. It was renewed and expanded in 2006 for another 5 year term, renewed for a 3 year term in 2011 and renewed for 5 year terms in 2014 and 2019. The purpose of this District is to continue to provide and manage supplemental services and improvements for this important business center, including a civil sidewalks (“clean and safe”) program, district identity and image enhancement and a program of installing and upgrading placemaking and physical amenities throughout the greater Downtown area. The PBID is a unique benefit assessment district that will enable the District property/business owners and residents, working as a unit, to continue to fund needed property and business related services, programs and improvement projects above what can and is provided by the City of Oxnard.

Name: The name of the PBID is the Oxnard Downtown Management District (ODMD).

Location: The PBID is located in the center of Oxnard and is bounded roughly by First and Second Streets on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone (See attached map).

Zones: There is one benefit zone within the renewed ODMD.

Services: Civil Sidewalks, District Identity/Placemaking and Organization.

Finance: Benefit assessment of real property (432 parcels). No bonds shall be issued to fund ODMD programs.

Budget: PBID assessment revenue for Year 1 (2024-25) is projected to be \$572,261. It is noted that the Assessment Engineer has determined that general benefits equate to 2.0% of the total adjusted PBID program costs of \$583,940, or \$11,679. (See attached Engineer’s Report for more details on benefit costs). General benefit costs shall be derived from non-assessment revenue sources such as grants, program income, credits, interest, memberships and other sources.

Year 1 – 2025 PROPOSED BUDGET (ASSESSMENT REVENUES ONLY)

CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ORGANIZATION	TOTAL
\$335,000	\$82,000	\$155,261	\$572,261
58.5397%	14.3291%	27.1312%	100.000%

Benefits: “General Benefit” is defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special Benefit” as defined by the California State Constitution

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

means a distinct benefit over and above general benefits conferred on real property located in the ODMD or to the public at large.

Assessment Formula: There is one benefit zone in the ODMD. (A map showing the ODMD boundaries is shown on Appendix 2 attached to this Plan). Year 1 property assessment rates per parcel are as follows:

YEAR 1 –2024/25 Assessment Rates

BLDG ASSMT RATE (\$/UNIT A)	LAND ASSMT RATE 1 (\$/UNIT B-1)	LAND ASSMT RATE 2 (\$/UNIT B-2)	FRONTAGE ASSMT RATE (\$/UNIT C)
\$0.1377	\$397.80	\$0.0306	\$4.59

Assessment Formula Special Circumstances:

Lower Tier Residential Uses (1-6 residential units including residential condominiums): Assess only building area and at 50% of commercial building area rate with no assessment for land area or street frontage.

Upper Tier Residential Uses (7+ residential units): Assess building area, land area and street frontage, all at 50% of commercial rates.

Mixed-Use Parcels: Assess commercial portions of parcel at building area, land area and street frontage at commercial rates for parcel area covered by commercial uses. Assess residential portions based on the criteria above based on the “tier” (i.e. number of residential units).

Government/Non-Profit Owned and Occupied: Assess only for land area and street frontage at commercial rates with no assessment for building area.

Cap: Assessment increases are capped at a maximum of 5% per year, subject to approval by the ODMD Property Owner Association Board of Directors.

Renewal: PBID renewal is a two-step process. First, petitions signed by PBID property owners representing at least 50% of the total assessment to be levied must be secured. Second, property owners will be sent a ballot to vote on the PBID renewal. Returned ballots in support of the PBID renewal must outweigh those in opposition based on the amount of assessment to be levied.

Duration: The renewed ODMD will have a term of five (5) years. After five years, the petition and balloting process must be repeated in order to renew the ODMD and levy assessments again at that time.

II. PBID BOUNDARIES

Setting:

The proposed renewed ODMD is centrally located in the center of Oxnard and centered along A Street from First Street to Eighth Street. ODMD is bounded roughly by First and Second Streets on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone within ODMD (See attached map in Appendix 2).

General Boundary Description

ODMD includes 433 parcels of which 432 are identified assessed parcels in a 32 block area of Historic Downtown Oxnard. The property uses within the boundaries of the proposed renewed ODMD which will receive special benefits from PBID funded programs and services are currently a unique mix of retail, restaurant, service, office, government, residential and parking. ODMD boundaries were selected to incorporate the core Downtown parcels and businesses. There is one benefit zone within the proposed renewed District. It is noted that ODMD is being expanded to the north to First Street from the centerline of B Street to Oxnard Boulevard. This two block area includes a combination of commercial parcels associated with Downtown Oxnard along with mixed use parcels with residential rental units.

Detailed Boundary Description

More specifically, the ODMD is described as follows:

Beginning at the intersection of the centerlines of Second Street and D Street; thence east along said centerline of Second Street to the centerline of B Street; thence north along said centerline of B Street to the centerline of First Street; thence east along said centerline of First Street to the east property line of Oxnard Boulevard; thence south along said east property line of Oxnard Boulevard to the tangent intersection point with the west property line of the railroad right of way; thence southeast and south along said west property line of the railroad right of way to the centerline of Fifth Street; thence west along said centerline of Fifth Street to the prolongation of the east property line of the public alley lying east of and parallel to Meta Street; thence south along said east property line of said public alley to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the east property line of parcel APN 202-0-360-110; thence south along said east property line of said parcel APN 202-0-360-110 to the south property line of said parcel APN 202-0-360-110; thence west along said south property line of said parcel APN 202-0-360-110 to the west property line of said parcel APN 202-0-360-110; thence north along said west property line of said parcel APN 202-0-360-110 to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the centerline of Oxnard Boulevard; thence south along said centerline of Oxnard Boulevard to the centerline of Eighth Street; thence west along said centerline of Eighth Street to the centerline of D Street; thence north along said centerline of D Street to the centerline of Seventh Street; thence east along said centerline of Seventh Street to the prolongation of the west property line of the public

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alley lying east of and parallel to D Street; thence north along said west property line of said public alley to the centerline of Third Street; thence west along said centerline of Third Street to the centerline of D Street; thence north along said centerline of D Street to the point of beginning.

Benefit Zones

There is one benefit zone within the proposed renewed District.

District Boundary Rationale

The ODMD boundaries encompass the heart of Downtown Oxnard. These parcels showcase a unique array of pedestrian oriented uses - retail, restaurant, service, office, government, residential and parking that form what is considered the “cohesive urban fabric” of the evolving mixed-use Downtown center.

The District boundaries were chosen to generally include parcels that comprise the commercial core that attracts pedestrians and visitors to Downtown Oxnard. Also included are current as well as future in-town residential parcels. Parcels adjacent to the north, south and east of ODMD are not part of the District's commercial and in-town residential pedestrian core and have different marketing needs than those in the ODMD. These outside parcels and uses require different services than those in the ODMD and would not specially benefit from the increased pedestrian oriented programs, services and improvements offered by the ODMD. Therefore, they have not been included within the ODMD boundaries.

Surrounding parcels to the north, south and west that are zoned solely residential and/or with residential uses have not been included within the boundaries of the PBID. The Property and Business Improvement District Law of 1994, California Streets & Highway Code § 36632 states, “Properties zoned solely for residential use..... are conclusively presumed not to benefit from the improvements and service funded through these assessments and shall not be subject to any assessment”. For these reasons, no residentially zoned parcels or residential uses north, south or west of the proposed renewed District are included in the ODMD boundaries.

A list of all parcels included in the proposed renewed ODMD is shown as Appendix 1, attached to this Plan identified by their respective Ventura County assessor parcel number. The boundary of the proposed renewed ODMD is shown on the map of the proposed renewed ODMD attached as Appendix 2 to this Plan.

All identified assessed parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in this Plan and in the Management District Plan. All ODMD funded services, programs and improvements provided within the above described boundaries shall confer special benefit to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within ODMD will proportionately specially benefit from the District funded programs and services (i.e. civil sidewalks, district identity/placemaking and organization). These services, programs and improvements are intended to improve commerce, employment, livability, rents and occupancy rates and investment viability of individually assessed parcels and businesses/residential units on them within ODMD.

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District services, activities and programs confer special benefits on each and every individually assessed parcel by deterring crime, improving aesthetics and marketing goods and services available from individually assessed parcels and the businesses/occupants on them within the District, all considered necessary in a competitive properly managed mixed-use business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of assessed parcels within the boundaries of the proposed renewed ODMD.

The District includes 433 parcels of which 432 are identified as assessable within one Benefit Zone and which are listed in the Assessment Roll included as Appendix 1. For further information, a District Boundary Map is included as Appendix 2.

III. Proposed 5 Year PBID Work Plan and Budget

Overview

The Programs and activities to be funded by the ODMD include civil sidewalks, district identity/placemaking and organization. The property uses within the boundaries of the District that will receive special benefits from District funded programs, services and improvements are currently a unique mix of retail, restaurant, service, office, government, residential and parking. District funded activities are primarily designed to provide special benefits as described below to identified assessed parcels and array of land uses within the boundaries of the District.

These benefits are particular and distinct to each and every identified assessed parcel within the ODMD and are not provided to non-assessed parcels outside of the District. These programs, services and improvements will only be provided to each individual assessed parcel within the District boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

In the case of the ODMD, the very nature of the purpose of this District is to fund supplemental programs, services and improvements to assessed parcels within the District boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. The City of Oxnard does not provide these supplemental programs and services. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries.

The projected program special benefit cost allocation of the District assessment revenues for the 5-year District term assuming a 5% maximum annual assessment rate increase is shown in the Table on page 12 of this Plan.

WORK PLAN DETAILS

The programs, services and improvements to be provided by the ODMD include civil sidewalks, district identity/placemaking and organization. Each of these work plan elements are designed to add to the

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cohesive mixed-use urban fabric of Downtown Oxnard and assist in its economic success and vitality. The assessed parcels in the PBID will specially benefit from the District programs in the form of increased commerce and vitality through meeting the ODMD goals: to improve security, cleanliness, beautification, landscaping, livability and to attract and retain businesses and services, generate more pedestrian and visitor traffic and to increase commerce and improve the economic viability of each assessed parcel.

The following programs, services and improvements are proposed by the ODMD to specially benefit each and every individually assessed parcel within the District boundaries. ODMD services, programs and improvements will not be provided to parcels outside the District boundary.

Civil Sidewalks

Civil Sidewalks includes maintenance and safety (“clean and safe”) services in public sidewalk areas adjacent to assessed parcels in ODMD. The maintenance portion of the Civil Sidewalks category includes regular maintenance of public areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. These services include:

- Clean Team 6-days per week
- litter and illegal dumping pickup
- graffiti and illegal sticker/poster removal
- check/empty 130+ sidewalk trash bins
- check, sweep, and secure trash enclosures
- removal of transient discards, including shopping carts, bio-waste
- sidewalk scrubbing/steam cleaning
- curb line block face sweeping
- tree pruning
- weed abatement
- visitor assistance

The maintenance portion of the Civil Sidewalks work plan component is designed to specially benefit and improve the aesthetic appeal of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Maintenance services will only be provided for identified and assessed parcels located within the PBID boundaries.

The maintenance portion of the Civil Sidewalks work plan component will assist in creating a clean environment for each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons, residents and visitors, and reduce rents and occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within

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the BID boundaries. In the case of assessed publicly/non-profit owned/occupied parcels, District funded clean programs and services provide these parcels with enhanced facility entrances and perimeters and better public/non-profit facilities in turn for their employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of assessed residential use parcels, District funded clean programs and services are designed to improve the appearance of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the clean programs and services which will only be provided to, and for the direct special benefit of, each identified assessed parcel within the proposed renewed District boundaries.

Safety

The safety portion of the Civil Sidewalks work plan category includes regular security of areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODM. The safety portion of the Civil Sidewalks work plan component includes:

- daily bike & truck Safety Patrol
- loitering & trespassing subject removal
- Crime prevention awareness campaigns
- street light outage reporting and repair orders

The safety portion of the Civil Sidewalks work plan component is designed to specially benefit and improve the security of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Safety services will only be provided for identified and assessed parcels located within the proposed renewed PBID boundaries.

The safety portion of the Civil Sidewalks work plan component will assist in creating a safe and secure environment for each assessed parcel in the District. An unsafe environment deters commerce and may fail to attract patrons, residents and visitors, and reduce rents and occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly/non-profit owned/occupied parcels, District funded safe programs and services provide these parcels with safer and enhanced facility entrances and perimeters and better public/non-profit facilities in turn for their employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of assessed residential use parcels, District funded safe programs and services are designed to improve the security of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the safe programs and services which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries

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District Identity/Placemaking

This work plan category includes regular marketing and image enhancement programs and services for the special benefit of each assessed parcel and land use within ODMD by creating a unique, marketable District identity. This work plan category also includes placement of, and care for, a variety of physical improvements and amenities within the public streetscape areas within ODMD for the special benefit of each identified and assessed parcel and land use within ODMD by creating a unique and marketable “sense of place”. The District Identity/Placemaking work plan component includes:

- daily updated responsive website DowntownOxnard.org
- integrated social media promotion – Facebook, Instagram, Twitter, YouTube
- produced and sponsored live events (e.g. First Thursdays, Cruise Night, Halloween, etc.)
- district advertising, newsletters, press releases, media relations, original photo library
- Marketing Committee support for merchant coordinated promotions
- assist prospective businesses with referrals to leasable properties
- permit processing assistance

Also included are:

- district-wide holiday streetlamp décor
- 162 sidewalk flower planters
- Historic Plaza Park hanging flower baskets
- public art – utility box painting and temporary murals
- street banner program (88 street poles)

The District Identity/Placemaking work plan component is designed to specially benefit and improve the image of each assessed parcel within the PBID and attract more customers, clients, employees, tenants, residents and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. District Identity/Placemaking programs and services will only be provided for identified and assessed parcels located within the PBID boundaries.

For parcels with general commercial, retail, restaurant, office and commercial parking uses, District Identity/Placemaking services and programs are specifically designed to attract more customers, employees, tenants and investors for the special benefit of assessed parcels as a result of marketing assessed parcels and the goods and services and spaces available on these assessed parcels. This in turn, is intended to increase business volumes, sales transactions, commercial occupancies, commercial rental income and investment return. In the case of publicly/non-profit owned/occupied parcels that are assessed for these programs, District Identity/Placemaking creates better public/non-profit facilities and services on these assessed parcels by fostering better informed public/non-profit employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of residential use parcels, District Identity/Placemaking specially benefits each assessed residential parcel and creates better informed tenants, visitors and owners, which, in turn, enhance livability and may increase residential occupancies and rental income. District Identity/Placemaking services and programs will only be provided to, and for the direct and special benefit of, each identified assessed parcel within the District.

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Organization

This work plan category includes professional management and related corporate operation costs of providing PBID funded services, programs and improvements for the special benefit of each identified and assessed parcel and land use within ODMD. The Organization work plan component includes:

- staff and full service office to manage PBID programs, projects, compliance reporting.
- full service office to assist property and business owners with District-related needs
- advocacy and representation of member interests on District issues and needs
- Organize “town hall” forums and advocacy on topics such as homeless solutions, Vision Plan

Organization also includes legal, accounting, insurance, production of the Annual Planning Report and Budget and quarterly reports, facilitation of meetings of the Owners’ Association, Brown Act compliance, outreach to District property and business owners, and participation in professional peer/best practice forums such as the California Downtown Association or the International Downtown Association. It also covers the costs associated with District renewal. A portion of the Organization budget is held in reserve to offset delinquent and/or slow assessment payments.

The Organization component is key to the proper expenditure of District assessment funds and the administration of District programs and activities for the special benefit of all parcels and land uses within the ODMD. The Organization work plan component exists only for the purposes of the District and directly relates to the implementation of Civil Sidewalks and District Identity/Placemaking services, programs and improvements which specially benefit each identified assessed parcel within the District boundaries.

In summary, all District funded services, programs and improvements described above confer proportionate special benefits to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within the ODMD will proportionately specially benefit from Civil Sidewalks, District Identity/Placemaking and Organization. These services, programs and improvements are intended to improve commerce, employment, livability, rents, occupancy rates and investment viability of assessed parcels, businesses and residents within the ODMD by deterring crime, reducing litter and debris, making capital improvements and professionally marketing goods, services and spaces available within the District, all considered necessary in a competitive properly managed contemporary mixed-use business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of each and every assessed parcel within the boundaries of the ODMD.

WORK PLAN BUDGET

Each identified assessed parcel within the ODMD will be assessed the full amount of the proportionate special benefit conferred upon it based on the level of District funded services provided. The projected District program special benefit (assessment) cost allocation budget for Year 1 (2025), is shown in the following Table:

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ODMD Year 1 (2025) Special Benefit Assessment Budget

CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ORGANIZATION	TOTAL
\$335,000	\$82,000	\$155,261	\$572,261
58.5397%	14.3291%	27.1312%	100.000%

In order to carry out the District programs outlined in the previous section, a Year 1 assessment budget of \$572,261 is projected. Since the District is planned for a 5-year term, projected program costs for future years (Years 2-5) are set at the inception of the District. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 5% per annum, commensurate to special benefits received by each assessed parcel, is incorporated into the projected program costs and assessment rates for the 5-year District term. It is noted that the 5% maximum annual rate increase is deemed necessary in order to offset substantial service and improvement cost increases projected over the next several years and to provide levels of service and types of improvements expected and requested by District stakeholders. Carryovers, if any, may be reapportioned the following year for related programs, services and improvements. Detailed annual budgets will be prepared by the Owner’s Association Board and included in an Annual Plan for the City Council’s review and approval.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year during the 5-year term of the proposed renewed District. Accordingly, the Owners’ Association shall have the ability to reallocate budget line items within the budget categories based on such cost fluctuations subject to the review and approval by the Owners’ Association Board and included in the Annual Planning Report that will be approved by the Oxnard City Council pursuant to Streets and Highways Code Section 36650. Any accrued interest or delinquent payments may be expended in any budget category. A 5-year projected ODMD budget is shown in the following Table:

YEAR 1-5 PROJECED DISTRICT ASSESSMENT BUDGET SUMMARY (Special Benefit Costs)

(Assumes 5% max rate increase per year)

YR	CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ORGANIZATION	TOTAL
	58.5397%	14.3291%	27.1312%	100.00%
1	\$335,000	\$82,000	\$155,261	\$572,261
2	\$351,750	\$86,100	\$163,024	\$600,874
3	\$369,338	\$90,405	\$171,175	\$630,918
4	\$387,805	\$94,925	\$179,734	\$662,464
5	\$407,195	\$99,671	\$188,721	\$695,587

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The ODMD assessments may increase for each individual parcel each year during the 5-year effective operating period, but not to exceed 5% per year, commensurate to special benefits received by each assessed parcel, and must be approved by the Owners’ Association Board of Directors, included in the Annual Planning Report and adopted by the City of Oxnard City Council. The Owners’ Association Board of the Directors (“Property Owner’s Association of the ODMD) shall determine the percentage increase to the annual assessment. The Owners’ Association Executive Director shall communicate the annual increase to the City each year in which the District operates at a time determined in the Administration Contract held between the Owners’ Association and the City of Oxnard.

No bonds are to be issued in conjunction with the proposed renewed District.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the 5th year of operation will be rolled over into the renewal budget or returned to stakeholders. District assessment funds may be used to pay for costs related to the following District renewal term. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners.

Special/General Benefits

The Assessment Engineer (see attached Engineer’s Report) has found that the general benefits (i.e. general benefits to assessed parcels within the District, the general public and surrounding parcels outside the ODMD) of the proposed programs, services and improvements (i.e. civil sidewalks, district identity/placemaking and organization) represent 2.0% of the total benefits generated and, in turn, 2.0% (\$11,679) of the total adjusted costs of the ODMD funded improvements, activities and services provided.

Total Year 1 adjusted costs are estimated at \$583,940. General benefits are factored at 2.0% of the total adjusted costs (see Finding 2 on pages 5-9 of the attached Engineer’s Report) with special benefits set at 98.0%. Article XIIID Section 4(b) of the California Constitution limits the levy of property assessments to costs attributed to special benefits only. The 2.0% general benefit cost is computed to be \$11,679 with a resultant 98.0% special benefit limit computed at \$572,261. Based on current property data and land uses, this is the maximum amount of Year 1 (2024-25) revenue that can be derived from property assessments from the subject District.

All program costs associated with general benefits will be derived from sources other than District assessments. Sample “other” revenue sources are shown in the following Table:

Special and General Benefit Revenue Sources

Revenue Source	Revenue	% of Total
District Assessments	\$572,261	98.0%
Grants, donations, sponsors, program income, etc.	\$11,679	2.0%
TOTAL	\$583,940	100.0%

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A breakdown of projected special and general benefit costs for each year of the 5-year renewal term is shown in the following Table:

5 Year Special + General Benefit Costs

YR	PROGRAM CATEGORY	SPECIAL BENEFIT ASSESSMENT COSTS	GENERAL BENEFIT NON- ASSESSMENT COSTS	TOTAL ADJUSTED COSTS	% OF TOTAL
1	CIVIL SIDEWALKS	\$335,000	\$6,837	\$341,837	58.5397%
	DISTRICT IDENTITY & PLACEMAKING	\$82,000	\$1,673	\$83,673	14.3291%
	ORGANIZATION	\$155,261	\$3,169	\$158,430	27.1312%
	Total	\$572,261	\$11,679	\$583,940	100%
2	CIVIL SIDEWALKS	\$351,750	\$7,179	\$358,929	58.5397%
	DISTRICT IDENTITY & PLACEMAKING	\$86,100	\$1,757	\$87,857	14.3291%
	ORGANIZATION	\$163,024	\$3,327	\$166,351	27.1312%
	Total	\$600,874	\$12,263	\$613,137	100%
3	CIVIL SIDEWALKS	\$369,338	\$7,538	\$376,876	58.5397%
	DISTRICT IDENTITY & PLACEMAKING	\$90,405	\$1,845	\$92,250	14.3291%
	ORGANIZATION	\$171,175	\$3,493	\$174,668	27.1312%
	Total	\$630,918	\$12,876	\$643,794	100%
4	CIVIL SIDEWALKS	\$387,805	\$7,915	\$395,720	58.5397%
	DISTRICT IDENTITY & PLACEMAKING	\$94,925	\$1,937	\$96,862	14.3291%
	ORGANIZATION	\$179,734	\$3,668	\$183,402	27.1312%
	Total	\$662,464	\$13,520	\$675,984	100%
5	CIVIL SIDEWALKS	\$407,195	\$8,311	\$415,506	58.5397%
	DISTRICT IDENTITY & PLACEMAKING	\$99,671	\$2,034	\$101,705	14.3291%
	ORGANIZATION	\$188,721	\$3,851	\$192,572	27.1312%
	Total	\$695,587	\$14,196	\$709,783	100%

Duration

As allowed by State PBID Law, the District will have a five (5) year operational term from January 1, 2025 to December 31, 2029. The proposed renewed District operation is expected to begin services on January 1, 2025. If the District is not renewed, services will end on December 31, 2029.

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Manner of Collection

Assessments for the Property Tax Year beginning July 1, 2024 and ending June 30, 2029, shall be collected at the same time and in the same manner as ad valorem taxes paid to the County of Ventura (Operation Years 2025-2029). The District assessments shall appear as a separate line item on the property tax bills issued by the Ventura County Assessor. The City of Oxnard is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement this Management District Plan.

IV PROPOSED ASSESSMENT FORMULA

The PBID programs and services described in this Management District Plan will be funded through benefit assessments against real property in the PBID and non-assessment revenues to fund the costs associated with general benefits conferred on assessed parcels within the District, the public at large and surrounding parcels outside of the ODMD boundaries. The assessment formula has been developed by the Assessment Engineer to ensure that no parcel will be assessed an amount that exceeds the cost of the proportional special benefit that parcel derives from the programs, services and improvements to be funded by the proposed benefit assessments. The assessment rates are based on the anticipated special benefit to be conferred on each assessed parcel within the boundary of the ODMD.

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed renewed ODMD (i.e. civil sidewalks, district identity/placemaking and organization) it is the opinion of the Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage, except as noted herein, within one benefit zone.

The “Basic Benefit Units” will be expressed as a combined function of building square footage (Benefit Unit “A”), land square footage (Benefit Unit “B”) and street frontage (Benefit Unit “C”). Based on the shape of the proposed ODMD, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage, except as noted herein, within one benefit zone. Special benefit proportionality varies for different land uses/ownership types and assessable property characteristics (units), are adjusted via differing assessment methodologies and multiplier factors. See “Special Circumstances” beginning on page 20 of this Plan which delineates special assessment methodologies and factors and how and when they are applied.

For the array of land uses within the PBID, the interactive application of building and land areas and street frontage quantities are a common method of fairly and equitably spreading special benefit costs to these beneficiaries of PBID funded services, programs and improvements. Each of these factors directly relates to the degree of special benefit each assessed parcel will receive from PBID funded activities. There are no parcels zoned solely residential within ODMD.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of the Assessment Engineer, the targeted weight of this factor,

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building area, should generate approximately 30% of the total PBID revenue (28.1905% when adjusted for precise parcel measurements, land use factors and program costs).

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of the Assessment Engineer, the targeted weight of this factor, land area, should generate approximately 40% of the total PBID revenue (43.4115% when adjusted for precise parcel measurements, land use factors and program costs).

Street Frontage is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. Street frontage includes all public street frontages of a parcel. In the opinion of the Assessment Engineer, the targeted weight of this factor, street frontage, should generate approximately 30% of the total PBID revenue (28.3980% when adjusted for precise parcel measurements, land use factors and program costs).

Special Circumstances

1. Lower Tier Residential Uses (1-6 non-condominium residential units)

It is the opinion of the Assessment Engineer that these land uses do not specially benefit from marketing and promotion activities to the extent that commercial parcels and parcels with higher density residential rental units on them do. It is the opinion of the Assessment Engineer that the assessment for parcels with 1-6 residential units on them shall be based on only on exterior building area which is a common method of fairly and equitably spreading special benefit costs to these land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured exterior building area which then produces the number of assessable building area units. This assessment methodology directly relates to the proportionate amount of special benefit each residential parcel with 1-6 units on them will receive from ODMD funded services, programs and improvements for these land uses.

2. Upper Tier Residential Uses (7+ non-condominiums residential units)

It is the opinion of the Assessment Engineer that these land uses do not specially benefit from marketing and promotion activities to the extent that commercial parcels do but more than parcels with 1-6 residential units on them do. It is the opinion of the Assessment Engineer that the assessment for parcels with 7+ residential units on them shall be based on exterior building area, parcel land area and parcel street frontage which is a common method of fairly and equitably spreading special benefit costs to these land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured exterior building area, land area and street frontage which then produces the number of assessable building area units, land area units and street frontage units. This assessment methodology directly relates to the proportionate amount of special benefit each residential parcel with 7+ units on them will receive from ODMD funded services, programs and improvements for these land uses.

3. Mixed-Use (Non-Condominium Commercial and Residential)

It is the opinion of the Assessment Engineer that parcels with non-condominium mixed commercial and residential uses on them will specially benefit from PBID funded programs, services and improvements but different than those with only commercial uses on them. The residential portions of these land uses do not specially benefit from marketing and promotion activities to the extent that commercial uses do. As such,

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the assessment rates and applicable assessment methodology will be applied based on each land use portion and the area of the parcel they cover. Mixed-use parcels will be assessed for the commercial use portions at commercial rates for the commercial building area, the parcel land area covered by commercial uses and the amount of direct commercial street frontage. The residential land use portions will be assessed based on the residential criteria and methodologies delineated in # 2 and 3 above.

4. Residential Condominiums

It is the opinion of the Assessment Engineer that these land uses do not specially benefit from marketing and promotion activities to the extent that commercial parcels and other parcels with residential units on them do. It is the opinion of the Assessment Engineer that the assessment for residential condominiums shall be based on only on interior building area which is a common method of fairly and equitably spreading special benefit costs to these unique property ownerships, subdivisions and land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured interior building area which then produces the number of assessable building area units. This assessment methodology directly relates to the proportionate amount of special benefit each residential condominium parcel will receive from ODMD funded services, programs and improvements for these land uses.

5. Commercial Condominiums

It is the opinion of the Assessment Engineer that such units, when located solely on ground floors, shall be assessed based on actual land area covered, interior condo building area and direct street frontage or pro-rated street frontage for each unit. Multi-floor commercial condominiums shall be assessed on interior condo building area and pro-rated land area and street frontage as determined by the Assessment Engineer depending on the development configuration. If residential condominiums are part of the development, the residential portions will be assessed based on the residential criteria and methodology delineated in #1 above.

6. Publicly Owned/Occupied Parcels

Each assessable publicly (government) owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of the Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded district identity/placemaking services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for publicly used building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

It is noted that the only publicly owned parcel not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct ODMD funded special benefit services, programs and improvements will be provided adjacent to or for the special benefit of this parcel.

7. Non-Profit Owned and Occupied Parcels

Each identified and assessable non-profit owned parcel and use within ODMD will proportionately

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specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than other privately owned parcels. It is the opinion of the Assessment Engineer that non-profit owned parcels and uses do not specially benefit to the same extent as other privately owned parcels from district identity/placemaking services, programs and improvements. To offset this special benefit differential, non-profit owned parcels with non-profit uses on them will not be assessed for non-profit used building areas located on these parcels. Non-profit owned parcels with “for-profit” uses on them will be assessed for building areas occupied by “for-profit” uses.

8. Changes to Building or Parcel Size

Any changes in building size, parcel size and street frontage(s) as a result of new construction or demolition or land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right of way setbacks shall have their assessment adjusted upon final City approval of such parcel adjustments.

9. Other Future Development

Other than future maximum rates and the assessment methodology delineated in this Plan and the Engineer’s Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Plan and the Engineer’s Report would require a new Proposition 218 ballot procedure in order to approve any such changes.

Taking into account all identified specially benefiting parcels within the District and their respective assessable benefit units, the rates, cumulative quantities and assessment revenues by factor are shown in the following Tables:

Year 1 – 2024/2025 – Gross Quantities

GROSS BLDG AREA (SF)	# OF ASSESABLE PARCELS	GROSS LAND AREA (SF)	GROSS STREET FRONTAGE (LF)
1,277,861	432	3,262,505	30,708

Year 1 – 2024/2025 - Assessable Benefit Units

ASSESSABLE BLDG AREA UNITS	# OF ASSESSABLE PARCEL UNITS	ASSESSABLE LAND AREA UNITS	ASSESSABLE STREET FRONTAGE UNITS
1,171,556.50	383.50	3,133,029.41	35,405.37

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Year 1 – 2024/25 Projected Assessment Revenue

BLDG ASSMT REVENUE	LAND 1 ASSMT REVENUE	LAND 2 ASSMT REVENUE	STREET FRONTAGE ASSMT REVENUE	TOTAL ASSMT REVENUE
\$161,323.33	\$152,556.30	\$95,870.70	\$162,510.65	\$572,260.98
28.1905%	26.6585%	16.7530%	28.3980%	100.00%

The number of Benefit Units for each identified benefiting parcel within the proposed renewed ODMD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, building and property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property-based assessments. All respective property data being used for assessment computations will be provided to each property owner in the District for their review. If a property owner believes there is an error on a parcel's assessed quantities, the District may confirm the data with the Ventura County Assessor's office. If District data matches Assessor's data, the property owner may opt to work with the Assessor's office to correct the data so that the District assessment may be corrected.

Assessment Formula

Based on the nature of the programs to be funded as well as other rationale outlined in Step 1 above, it is the opinion of the Assessment Engineer that the ODMD assessments will be based on building area, land area, and street frontage except as otherwise noted herein.

The proposed assessment formula is as follows:

Assessment = Assessable Building Area (Unit A) x Unit A Rate, plus
 Assessable Land Area (Unit B-1) x Unit B-1 Rate, plus
 Assessable Land Area (Unit B-2) x Unit B-2 Rate, plus
 Assessable Street Frontage (Unit C) x Unit C Rate

YEAR 1 –2024/25 Assessment Rates

BLDG ASSMT RATE (\$/UNIT A)	LAND ASSMT RATE 1 (\$/UNIT B-1)	LAND ASSMT RATE 2 (\$/UNIT B-2)	FRONTAGE ASSMT RATE (\$/UNIT C)
\$0.1377	\$397.80	\$0.0306	\$4.59

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The complete Year 1 – 2024-25 assessment roll of all parcels to be assessed by this District is included in this Plan as Appendix I.

Assessment Formula Unit Rates

Using figures from the Assessable Benefit Units Table and the Projected Assessment Revenue Table on pages 18-19 of this Plan, the assessment rates and weighted multipliers for each factor are calculated as follows:

Building Area Rate (Unit A)

$$(\$572,260.98 \times 28.1905\%) / 1,171,556.50 \text{ units} = \$0.1377 / \text{Building Unit A}$$

Land Area Rate (Unit B-1)

$$(\$572,260.98 \times 26.6585\%) / 383.50 \text{ units} = \$397.80 / \text{Land Unit B-1}$$

Land Area Rate (Unit B-2)

$$(\$572,260.98 \times 16.7530\%) / 3,133,029.41 \text{ units} = \$0.0306 / \text{Land Unit B-2}$$

Street Frontage Rate (Unit C)

$$(\$572,260.98 \times 28.3980\%) / 35,405.37 \text{ units} = \$4.59 / \text{Street Frontage Unit C}$$

Since the ODMD is planned for a 5-year term, maximum assessment rates for future years (Years 2-5) must be set at the inception of the PBID. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 5% per annum is incorporated into the projected program costs and, in turn, the resultant assessment rates for the 5-year term of the PBID. These figures are shown in the table below. Assessment rates may not exceed those indicated below.

In addition, any annual budget surplus or deficit will be incorporated into the subsequent year's PBID budget. Within the constraints of the annual adjustment, annual assessments will be set to account for surpluses or deficits carried forward.

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ODMD – 5-Year Maximum Assessment Rates (Includes a 5%/Yr. Max Increase)

YEAR	BLDG ASSMT RATE (\$/UNIT)	LAND ASSMT RATE 1 (\$/UNIT)	LAND ASSMT RATE 2 (\$/UNIT)	FRONTAGE ASSMT RATE (\$/UNIT)
1	\$0.1377	\$397.8000	\$0.0306	\$4.5900
2	\$0.1446	\$417.6900	\$0.0321	\$4.8195
3	\$0.1518	\$438.5745	\$0.0337	\$5.0605
4	\$0.1594	\$447.3460	\$0.0344	\$5.3135
5	\$0.1674	\$456.2929	\$0.0351	\$5.5792

SAMPLE ASSESSMENT CALCULATION:

A 7,000 square foot lot with 50 linear feet of street frontage and a 5,000 square foot building on it

Bldg Area = 5,000 SF x \$0.1377 = \$ 688.50

Land Area = 7,000 SF x \$0.0306 SF + \$397.80 = \$ 612.00

Street Frontage = 50 LF x \$4.59/LF = \$ 229.50

TOTAL YEAR 1 ASSESSMENT = **\$1,530.00**

Per Month = \$ 128/Month

Per Day = \$4.25/Day

The complete Year 1 – 2024-25 assessment roll of all parcels to be assessed by this PBID is included in this Plan as Appendix I.

V. PUBLICLY OWNED PARCELS

The State Constitution - Article 13D (Proposition 218) states that “parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit.”

There are 154 publicly owned parcels within ODMD, all of which are identified and assessable for which District funded special benefit programs, services and improvements will be provided. All 154 of the

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assessed publicly owned parcels are owned by the City of Oxnard, including the Oxnard Parking Authority and the Oxnard Housing Authority. It is noted that the only publicly owned parcel within ODMD not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct PBID funded special benefit services, programs and improvements will be provided adjacent to this parcel.

For all other publicly owned/occupied parcels and facilities within ODMD, each of these parcels specially benefit from District funded programs services and improvements. The special benefits include cleaner and safer facility entrances and perimeters for their employees, visitors, tenants, vendors and other users of these public locations and facilities. Publicly owned parcels and facilities will be included in all maps, directories and District advertisements and web displays and are active components of Downtown Oxnard's identity and fabric.

ODMD services are designed to improve the safety and cleanliness for visitors, employees, tenants and users of public facilities on publicly owned parcels within the District by deterring crime and reducing litter and debris, each considered detractors to employment, visitation and use of public facilities if not contained and properly managed. In turn, these services will serve to enhance the public service levels provided by public facilities and parcels within ODMD.

Each identified and assessable publicly owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of the Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for public building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not proportionately specially benefit from ODMD funded programs, services and improvements as delineated herein and, thus, will be assessed similar to privately owned parcels, except as noted herein.

VI. PBID DISTRICT GOVERNANCE

The governance or management of a PBID typically requires an "Owner's Association" to carry out the PBID services and activities. State PBID Law (36600 Streets & Highways Code) also requires that the Owner's Association carry out specific additional functions. This includes preparation of an Annual Report to the City Council on the PBID activities for the past fiscal year and those proposed for the next fiscal year. The Owner's Association may also recommend to the City Council from time to time, changes to the PBID boundaries, benefit zones, assessment formula or PBID programs and activities, all subject to public notification and, in some cases petition/balloting requirements.

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Meetings of the Owner’s Association and its standing Committees shall be subject to the State of California “Brown Act” open meeting law.

VII. PROPOSED RULES AND REGULATION APPLIED TO THE DISTRICT

There are no specific rules or regulations applied to this PBID

VIII. OTHER ITEMS

No bonds will be issued for any ODMD projects in conjunction with this renewal.

IX. PLAN AUTHOR

The author and preparer of this Plan is Ed Henning of Edward Henning & Associates

X. IMPLEMENTATION TIME TABLE

The renewed PBID is expected to begin operation by January 2025. In order to meet this goal, the following procedural timeline is proposed:

<u>Date</u>	<u>Action/Task</u>
Jan 2024	• Finalize PBID Management District Plan
Feb 2024	• Initiate petition drive
Feb-Mar 2024	• Collect petitions signed by property owners
April 2024	• Submit majority support petitions to City along with Management Plan
Spring 2024	• City Council adopts Resolution of Intention to renew the PBID
Spring 2024	• City sends notice of PBID public hearing and a ballot to all property owners within PBID
Mid-2024	• City Council conducts hearing (ballots due by this date)
Mid-2024	• Providing no majority ballot protest is filed at the hearing, Council approves Ordinance of Renewal for the PBID
August 2024	• Assessment roll submitted to County Assessor
Dec 10/Apr 10 (due)	• Assessments billed and collected by County with property taxes
1st Quarter ‘25	• Revenues remitted to Owner’s Association per contract with City
(5 years)	• Owner’s Association carries out renewed PBID programs and services

APPENDIX 1

YR 1 – 2024/25 ASSESSMENT ROLL

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

APN			SITE ADDRESS	2024-25 ASSESSMENT	% OF TOTAL
2010113110	202	S	OXNARD BL	\$3,971.91	0.694%
2010160010		N	OXNARD BL	\$703.80	0.123%
2010160020		E	FOURTH ST	\$666.56	0.116%
2010160030		E	FOURTH ST	\$1,877.31	0.328%
2010160040		E	FOURTH ST	\$500.71	0.087%
2010160050		E	FOURTH ST	\$927.18	0.162%
2010160060		E	FOURTH ST	\$468.18	0.082%
2010160070		E	FOURTH ST	\$789.48	0.138%
2010160080		E	FOURTH ST	\$729.81	0.128%
2010160090		E	FOURTH ST	\$704.57	0.123%
2010160100		E	FOURTH ST	\$795.60	0.139%
2010160110		E	FOURTH ST	\$983.18	0.172%
2010160120	400	S	OXNARD BL	\$826.20	0.144%
2010160130		E	FOURTH ST	\$1,358.64	0.237%
2010160170	344	S	OXNARD BL	\$1,604.21	0.280%
2010160180	330	S	OXNARD BL	\$1,818.48	0.318%
2010160190	332	S	OXNARD BL	\$1,040.34	0.182%
2010160200	320	S	OXNARD BL	\$2,024.80	0.354%
2010160220	300	S	OXNARD BL	\$1,170.08	0.204%
2010160250	350	S	OXNARD BL	\$1,175.81	0.205%
2010160260	350	S	OXNARD BL	\$2,270.29	0.397%
2010211010	134		ENTERPRISE ST	\$2,040.26	0.357%
2010211040			META ST	\$497.77	0.087%
2010211110		E	FIFTH ST	\$911.12	0.159%
2010211120		E	FIFTH ST	\$772.04	0.135%
2010211130		E	FIFTH ST	\$584.92	0.102%
2010211140		E	FIFTH ST	\$584.92	0.102%
2010211155	135	E	FIFTH ST	\$584.92	0.102%
2010211170	115	E	FIFTH ST	\$1,940.32	0.339%
2010211180	111-13	E	FIFTH ST	\$1,419.23	0.248%
2010211190	450	S	OXNARD BL	\$1,649.16	0.288%
2010211200	446	S	OXNARD BL	\$1,686.83	0.295%
2010211210	430	S	OXNARD BL	\$1,688.20	0.295%
2010211225		E	FIFTH ST	\$468.00	0.082%
2010211230		E	FIFTH ST	\$697.50	0.122%
2010211300	136		ENTERPRISE ST	\$597.77	0.104%
2010211360			META ST	\$1,197.55	0.209%
2010211380			ENTERPRISE ST	\$1,407.60	0.246%
2010212010	512	S	OXNARD BL	\$1,614.41	0.282%
2010212020	106	E	FIFTH ST	\$1,393.77	0.244%
2010212030	114	E	FIFTH ST	\$1,386.88	0.242%
2010212060	144	E	FIFTH ST	\$1,318.03	0.230%
2010212070	154	E	FIFTH ST	\$1,479.13	0.258%
2010212140	127	E	SIXTH ST	\$1,371.03	0.240%
2010212150	550	S	OXNARD BL	\$3,128.24	0.547%
2010212165	604	S	OXNARD BL	\$1,698.68	0.297%
2010212170	546	S	OXNARD BL	\$1,743.44	0.305%
2010212180	532	S	OXNARD BL	\$1,032.75	0.180%

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2010212190	528	S	OXNARD BL	\$1,063.35	0.186%
2010212200	523		META ST	\$784.13	0.137%
2010212230	128	E	FIFTH ST	\$1,249.18	0.218%
2010212260	136	E	FIFTH ST	\$1,899.51	0.332%
2010212270	511		META ST	\$3,959.85	0.692%
2010213010	200	E	FIFTH ST	\$1,243.32	0.217%
2010213020	204	E	FIFTH ST	\$754.63	0.132%
2010213030	210	E	FIFTH ST	\$935.01	0.163%
2010213075	238	E	FIFTH ST	\$582.50	0.102%
2010213080			META ST	\$1,256.68	0.220%
2010213090	536		META ST	\$1,325.65	0.232%
2010213100	538		META ST	\$684.09	0.120%
2010213110	235	E	SIXTH ST	\$1,531.93	0.268%
2010213120	209	E	SIXTH ST	\$106.99	0.019%
2010213130		E	SIXTH ST	\$1,153.62	0.202%
2010213140	544		META ST	\$602.99	0.105%
2010213150			META ST	\$566.12	0.099%
2010213160	214-228	E	FIFTH ST	\$2,629.99	0.460%
2010214010			ENTERPRISE ST	\$844.56	0.148%
2010214020	200		ENTERPRISE ST	\$3,294.18	0.576%
2010214030	480		META ST	\$2,309.08	0.404%
2010214040	235	E	FIFTH ST	\$2,897.16	0.506%
2010271030	638		META ST	\$684.09	0.120%
2010271040	634		META ST	\$646.43	0.113%
2010271060	616		META ST	\$703.80	0.123%
2010271070	612		META ST	\$909.59	0.159%
2010271080	600		META ST	\$1,279.08	0.224%
2010271090		E	SIXTH ST	\$627.30	0.110%
2010271100	220	E	SIXTH ST	\$856.80	0.150%
2010271110	224	E	SIXTH ST	\$856.80	0.150%
2010271160	235	E	SEVENTH ST	\$883.48	0.154%
2010271170	234	E	SIXTH ST	\$1,463.63	0.256%
2010271180	650		META ST	\$2,957.18	0.517%
2010272010	155	E	SEVENTH ST	\$1,457.33	0.255%
2010272020		E	SEVENTH ST	\$642.60	0.112%
2010272030	141	E	SEVENTH ST	\$642.60	0.112%
2010272040	131	E	SEVENTH ST	\$887.40	0.155%
2010272050	125	E	SEVENTH ST	\$887.40	0.155%
2010272060	658	S	OXNARD BL	\$1,797.75	0.314%
2010272070	656	S	OXNARD BL	\$841.50	0.147%
2010272080	650	S	OXNARD BL	\$841.50	0.147%
2010272090	638	S	OXNARD BL	\$1,063.35	0.186%
2010272100	626	S	OXNARD BL	\$1,736.55	0.303%
2010272110	620	S	OXNARD BL	\$992.40	0.173%
2010272120	610-612	S	OXNARD BL	\$1,361.04	0.238%
2010272140	128	E	SIXTH ST	\$627.30	0.110%
2010272150	128	E	SIXTH ST	\$1,906.38	0.333%
2010272160	140	E	SIXTH ST	\$844.18	0.148%
2010272170	150	E	SIXTH ST	\$856.80	0.150%

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2010272180	154	E	SIXTH ST	\$1,487.93	0.260%
2010272190	629		META ST	\$55.08	0.010%
2010272200			META ST	\$589.05	0.103%
2010272210			META ST	\$474.30	0.083%
2010272220	633		META ST	\$1,814.58	0.317%
2010272230	600	S	OXNARD BL	\$1,832.36	0.320%
2010360110	126	E	SEVENTH ST	\$1,751.61	0.306%
2020052060	143	S	B ST	\$1,392.30	0.243%
2020052070		S	B ST	\$841.50	0.147%
2020052080		S	B ST	\$1,190.34	0.208%
2020052090		W	SECOND ST	\$691.56	0.121%
2020054010	216	W	FIRST ST	\$1,219.41	0.213%
2020054020	111	S	A ST	\$841.50	0.147%
2020054030		S	A ST	\$841.50	0.147%
2020054040		S	A ST	\$841.50	0.147%
2020054050	141	S	A ST	\$3,157.92	0.552%
2020054060	155	S	A ST	\$3,511.35	0.614%
2020054090	136	S	B ST	\$841.50	0.147%
2020054100	122	S	B ST	\$242.21	0.042%
2020054110	118	S	B ST	\$962.37	0.168%
2020054120	110	S	B ST	\$185.90	0.032%
2020054130	254	W	FIRST ST	\$1,828.35	0.319%
2020054145			B ST	\$2,371.50	0.414%
2020056030	141	S	OXNARD BLVD	\$2,149.65	0.376%
2020056040	155	S	OXNARD BLVD	\$2,181.78	0.381%
2020056060	156	S	A ST	\$963.90	0.168%
2020056080	150	S	A ST	\$895.05	0.156%
2020056090	144	S	A ST	\$841.50	0.147%
2020056100	138	S	A ST	\$963.90	0.168%
2020056110	134	S	A ST	\$791.78	0.138%
2020056120	132	S	A ST	\$1,530.00	0.267%
2020056130	122	S	A ST	\$1,075.59	0.188%
2020056140	110	S	A ST	\$1,461.15	0.255%
2020056150	136	W	FIRST ST	\$2,034.90	0.356%
2020056160	135	W	SECOND ST	\$2,379.15	0.416%
2020056170	111	S	OXNARD BLVD	\$3,534.30	0.618%
2020081010	201	S	C ST	\$1,484.10	0.259%
2020081020	211	S	C ST	\$841.50	0.147%
2020081100	260	S	D ST	\$1,257.66	0.220%
2020081160	208	S	D ST	\$841.50	0.147%
2020081170	200	S	D ST	\$1,484.10	0.259%
2020081180	231	S	C ST	\$856.80	0.150%
2020081190		S	C ST	\$856.80	0.150%
2020081200		S	C ST	\$856.80	0.150%
2020081210	251	S	C ST	\$856.80	0.150%
2020081220		S	C ST	\$856.80	0.150%
2020081230		W	THIRD ST	\$1,499.40	0.262%
2020081240		S	D ST	\$639.54	0.112%
2020081250		S	D ST	\$856.80	0.150%

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2020081260		S	D ST	\$856.80	0.150%
2020081270		S	D ST	\$856.80	0.150%
2020081280		S	D ST	\$856.80	0.150%
2020081290	210	S	D ST	\$856.80	0.150%
2020083030	321	S	C ST	\$1,381.28	0.241%
2020083040	327	S	C ST	\$68.85	0.012%
2020083050	331	S	C ST	\$1,668.82	0.292%
2020083060	345	S	C ST	\$1,202.15	0.210%
2020083070	361	S	C ST	\$1,332.63	0.233%
2020083210	301	S	C ST	\$2,381.97	0.416%
2020083220	418	W	THIRD ST	\$918.00	0.160%
2020085030	431	S	C ST	\$843.41	0.147%
2020085040	437	S	C ST	\$904.70	0.158%
2020085050	441	S	C ST	\$3,681.58	0.643%
2020085190	418	W	FOURTH ST	\$845.33	0.148%
2020085200	401	S	C ST	\$2,044.08	0.357%
2020091100		S	C ST	\$841.50	0.147%
2020091370	351	W	THIRD ST	\$1,927.80	0.337%
2020091380		W	SECOND ST	\$1,063.96	0.186%
2020091390	206	W	SECOND ST	\$12,485.99	2.182%
2020091400	214	W	SECOND ST	\$3,907.38	0.683%
2020092030		S	B ST	\$483.48	0.084%
2020092040		S	B ST	\$755.82	0.132%
2020092050	343	S	B ST	\$1,296.60	0.227%
2020092060	351	S	B ST	\$1,322.62	0.231%
2020092070	361	S	B ST	\$2,448.00	0.428%
2020092120	320	S	C ST	\$841.50	0.147%
2020092130	310	S	C ST	\$1,365.59	0.239%
2020092140	330	W	THIRD ST	\$2,310.30	0.404%
2020092170	300	W	THIRD ST	\$6,359.32	1.111%
2020092180	344	S	C ST	\$2,180.25	0.381%
2020092190	350	S	C ST	\$3,028.47	0.529%
2020094010	301	S	A ST	\$2,092.12	0.366%
2020094020	309	S	A ST	\$1,226.45	0.214%
2020094035	325	S	A ST	\$2,649.96	0.463%
2020094040	327-337	S	A ST	\$2,099.16	0.367%
2020094050	339	S	A ST	\$1,276.02	0.223%
2020094060	345	S	A ST	\$1,523.88	0.266%
2020094080	361	S	A ST	\$2,073.12	0.362%
2020094140	324	S	B ST	\$1,373.94	0.240%
2020094155		S	B ST	\$416.16	0.073%
2020094160		S	B ST	\$416.16	0.073%
2020094170		S	B ST	\$823.14	0.144%
2020094185		W	THIRD ST	\$789.48	0.138%
2020094195		S	B ST	\$1,536.12	0.268%
2020094205		S	B ST	\$434.52	0.076%
2020094215	365	S	B ST	\$1,891.08	0.330%
2020094225		S	B ST	\$434.52	0.076%
2020094235		S	B ST	\$1,248.48	0.218%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2020094240	355	S	A ST	\$1,702.31	0.297%
2020095075	254	S	A ST	\$841.50	0.147%
2020095085	242	S	A ST	\$841.50	0.147%
2020095090	228	S	A ST	\$1,474.92	0.258%
2020095100	220	S	A ST	\$1,357.88	0.237%
2020095110	210	S	A ST	\$841.50	0.147%
2020095120	200	S	A ST	\$4,435.29	0.775%
2020095140	221	S	OXNARD	\$2,785.37	0.487%
2020095150	229	S	OXNARD	\$1,686.83	0.295%
2020095160	235	S	OXNARD	\$1,686.83	0.295%
2020096035	357	S	OXNARD BL	\$1,568.25	0.274%
2020096040	350	S	A ST	\$0.00	0.000%
2020096050	336	S	A ST	\$1,754.91	0.307%
2020096060	326	S	A ST	\$1,402.70	0.245%
2020096070	318	S	A ST	\$1,530.00	0.267%
2020096080	300	S	A ST	\$3,265.97	0.571%
2020096095		S	OXNARD BL	\$1,058.76	0.185%
2020096105	321	S	OXNARD BL	\$2,677.42	0.468%
2020096110	349	S	OXNARD BL	\$1,363.08	0.238%
2020096125		S	OXNARD BL	\$786.11	0.137%
2020101130	422	S	C ST	\$1,698.30	0.297%
2020101190	329	W	FIFTH ST	\$711.60	0.124%
2020101205		S	C ST	\$553.86	0.097%
2020101215		S	C ST	\$1,940.04	0.339%
2020101225		W	FOURTH ST	\$410.81	0.072%
2020101235		W	FOURTH ST	\$583.70	0.102%
2020101255	425	S	B ST	\$499.55	0.087%
2020101270		W	FIFTH ST	\$412.34	0.072%
2020101290		W	FIFTH ST	\$451.35	0.079%
2020101310		W	FIFTH ST	\$412.34	0.072%
2020101330		W	FIFTH ST	\$412.34	0.072%
2020101355		W	FIFTH ST	\$412.34	0.072%
2020101360	424	S	C ST	\$407.35	0.071%
2020101370		W	FIFTH ST	\$421.52	0.074%
2020101405		S	B ST	\$457.62	0.080%
2020101415	425	S	B ST	\$4,009.58	0.701%
2020101420	314	W	FOURTH ST	\$1,366.11	0.239%
2020101435		W	FOURTH ST	\$423.81	0.074%
2020101445	405	S	B ST	\$2,312.38	0.404%
2020102010	500	S	C ST	\$5,214.94	0.911%
2020103025		W	FIFTH ST	\$795.60	0.139%
2020103090		W	SIXTH ST	\$795.60	0.139%
2020103100	560	S	C ST	\$2,269.14	0.397%
2020103115	544	S	C ST	\$501.08	0.088%
2020103120	338	W	FIFTH ST	\$2,043.27	0.357%
2020103130	319	W	SIXTH ST	\$872.10	0.152%
2020103145		W	SIXTH ST	\$780.30	0.136%
2020103175		W	FIFTH ST	\$405.83	0.071%
2020103185		W	FIFTH ST	\$589.92	0.103%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2020103195	301	E	SIXTH ST	\$2,296.96	0.401%
2020103205		W	SIXTH ST	\$668.30	0.117%
2020103210	318	W	FIFTH ST	\$1,205.64	0.211%
2020103225		W	FIFTH ST	\$423.81	0.074%
2020103235		S	B ST	\$518.67	0.091%
2020103245	300	W	FIFTH ST	\$2,534.45	0.443%
2020104015	401	S	A ST	\$3,886.20	0.679%
2020104165	400	S	B ST	\$2,829.63	0.494%
2020104395	445	S	A ST	\$9,008.56	1.574%
2020104405	445	S	A ST	\$1,202.18	0.210%
2020104415	445	S	A ST	\$2,469.70	0.432%
2020104425	445	S	A ST	\$2,120.06	0.370%
2020104435	445	S	A ST	\$3,524.29	0.616%
2020105100	545	S	A ST	\$7,328.70	1.281%
2020105120	538	S	B ST	\$619.65	0.108%
2020105170		W	SIXTH ST	\$507.96	0.089%
2020105180		S	B ST	\$2,261.58	0.395%
2020105195		S	B ST	\$406.98	0.071%
2020105205		S	B ST	\$610.47	0.107%
2020105210		S	B ST	\$406.98	0.071%
2020105220		S	B ST	\$610.47	0.107%
2020105235		S	B ST	\$425.34	0.074%
2020105245		S	B ST	\$1,035.81	0.181%
2020105260		W	FIFTH ST	\$489.60	0.086%
2020105275	270	W	FIFTH ST	\$1,836.00	0.321%
2020105295	200	W	FIFTH ST	\$2,851.16	0.498%
2020105305		S	A ST	\$662.49	0.116%
2020105325	529	S	A ST	\$2,705.65	0.473%
2020105335	505	S	A ST	\$2,378.20	0.416%
2020106015	403	S	OXNARD BL	\$1,311.21	0.229%
2020106035		S	OXNARD BL	\$604.35	0.106%
2020106065		W	FIFTH ST	\$833.85	0.146%
2020106120	424	S	A ST	\$1,063.73	0.186%
2020106130	420	S	A ST	\$1,758.58	0.307%
2020106140	400-410	S	A ST	\$3,847.61	0.672%
2020106245		S	OXNARD BL	\$664.02	0.116%
2020106250	425	N	OXNARD BL	\$901.17	0.157%
2020106265		W	FOURTH ST	\$483.17	0.084%
2020106275		W	FOURTH ST	\$716.13	0.125%
2020106285		W	FOURTH ST	\$434.52	0.076%
2020106295	421	S	OXNARD BL	\$691.56	0.121%
2020106310		W	FIFTH ST	\$454.56	0.079%
2020106320		W	FIFTH ST	\$569.71	0.100%
2020106355	105	W	FIFTH ST	\$2,082.33	0.364%
2020106370	428	S	A ST	\$1,067.18	0.186%
2020106380	434	S	A ST	\$1,067.30	0.187%
2020106390	438	S	A ST	\$1,050.12	0.184%
2020106400	143	W	FIFTH ST	\$2,211.28	0.386%
2020106410	141	W	FIFTH ST	\$2,620.19	0.458%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2020107050		W	FIFTH ST	\$601.14	0.105%
2020107060		W	FIFTH ST	\$615.83	0.108%
2020107070		W	FIFTH ST	\$615.83	0.108%
2020107080	104	W	FIFTH ST	\$2,409.37	0.421%
2020107100	531	S	OXNARD BL	\$1,019.75	0.178%
2020107110	545	S	OXNARD BL	\$2,205.11	0.385%
2020107120	559	S	OXNARD BL	\$604.35	0.106%
2020107135	563	S	OXNARD BL	\$1,361.70	0.238%
2020107160	534	S	A ST	\$1,303.56	0.228%
2020107170	528	S	A ST	\$1,545.15	0.270%
2020107195		W	FIFTH ST	\$572.22	0.100%
2020107205		W	FIFTH ST	\$440.64	0.077%
2020107215		S	OXNARD BL	\$439.11	0.077%
2020107225		S	OXNARD BL	\$558.91	0.098%
2020107235	150	W	FIFTH ST	\$3,147.21	0.550%
2020107240	560	S	A ST	\$3,222.18	0.563%
2020107250	544-550	S	A ST	\$1,640.77	0.287%
2020131030	519	S	C ST	\$895.05	0.156%
2020131040	521-523	S	C ST	\$1,747.57	0.305%
2020131050	535	S	C ST	\$1,855.13	0.324%
2020131060	543-545	S	C ST	\$1,704.21	0.298%
2020131070	555	S	C ST	\$1,609.56	0.281%
2020131170	509-511	S	C ST	\$1,232.42	0.215%
2020131190		S	C ST	\$405.30	0.071%
2020131220		W	FIFTH ST	\$642.60	0.112%
2020131230	515	S	C ST	\$1,386.18	0.242%
2020133010	416	W	SIXTH ST	\$1,484.10	0.259%
2020133020	613	S	C ST	\$1,013.63	0.177%
2020133030	619	S	C ST	\$841.50	0.147%
2020133040	625	S	C ST	\$841.50	0.147%
2020133050	637	S	C ST	\$94.12	0.016%
2020133060	643	S	C ST	\$841.50	0.147%
2020133210	699	S	C ST	\$3,519.89	0.615%
2020135025	711	S	C ST	\$3,913.59	0.684%
2020135035	761	S	C ST	\$6,364.80	1.112%
2020141050	333	W	SEVENTH ST	\$1,927.80	0.337%
2020141060	644	S	C ST	\$1,032.75	0.180%
2020141070	642	S	C ST	\$619.65	0.108%
2020141080	634-636	S	C ST	\$1,199.52	0.210%
2020141090	630	S	C ST	\$1,199.52	0.210%
2020141100	618	S	C ST	\$43.17	0.008%
2020141110	340	W	SIXTH ST	\$1,927.80	0.337%
2020141155	687	S	B ST	\$88.61	0.015%
2020141165	685	S	B ST	\$83.03	0.015%
2020141175	683	S	B ST	\$83.03	0.015%
2020141185	681	S	B ST	\$88.61	0.015%
2020141195	673	S	B ST	\$83.93	0.015%
2020141205	671	S	B ST	\$82.90	0.014%
2020141215	669	S	B ST	\$82.90	0.014%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2020141225	667	S	B ST	\$82.90	0.014%
2020141235	665	S	B ST	\$82.90	0.014%
2020141245	663	S	B ST	\$82.90	0.014%
2020141255	661	S	B ST	\$83.93	0.015%
2020141265	655	S	B ST	\$83.93	0.015%
2020141275	653	S	B ST	\$82.90	0.014%
2020141285	651	S	B ST	\$83.93	0.015%
2020141295	645	S	B ST	\$83.93	0.015%
2020141305	643	S	B ST	\$82.90	0.014%
2020141315	641	S	B ST	\$83.93	0.015%
2020141325	633	S	B ST	\$83.93	0.015%
2020141335	631	S	B ST	\$82.90	0.014%
2020141345	629	S	B ST	\$82.90	0.014%
2020141355	627	S	B ST	\$82.90	0.014%
2020141365	625	S	B ST	\$82.90	0.014%
2020141375	623	S	B ST	\$82.90	0.014%
2020141385	621	S	B ST	\$83.93	0.015%
2020141395	611	S	B ST	\$88.61	0.015%
2020141405	613	S	B ST	\$83.03	0.015%
2020141415	615	S	B ST	\$83.03	0.015%
2020141425	617	S	B ST	\$88.61	0.015%
2020142160	785	S	B ST	\$10,611.61	1.854%
2020143015	601	S	A ST	\$3,376.40	0.590%
2020143025	623	S	A ST	\$1,524.08	0.266%
2020143030	629	S	A ST	\$1,015.00	0.177%
2020143040	635	S	A ST	\$877.84	0.153%
2020143050	637	S	A ST	\$619.65	0.108%
2020143140	246	W	SIXTH ST	\$3,938.83	0.688%
2020143230	640	S	B ST	\$1,904.85	0.333%
2020143240	237	W	SEVENTH ST	\$1,689.18	0.295%
2020143250	235	W	SEVENTH ST	\$1,260.40	0.220%
2020144170	230	W	SEVENTH ST	\$951.05	0.166%
2020144180	220	W	SEVENTH ST	\$1,110.52	0.194%
2020144190	210	W	SEVENTH ST	\$1,170.21	0.204%
2020144200	200	W	SEVENTH ST	\$1,023.37	0.179%
2020144210	710	S	B ST	\$1,079.71	0.189%
2020144220	720	S	B ST	\$560.50	0.098%
2020144230	730	S	B ST	\$1,781.51	0.311%
2020144240	715	S	A ST	\$560.16	0.098%
2020144250	721	S	A ST	\$1,294.47	0.226%
2020144260	711	S	A ST	\$947.72	0.166%
2020144270	740	S	B ST	\$1,049.76	0.183%
2020144280	731	S	A ST	\$952.98	0.167%
2020144290	750	S	B ST	\$853.07	0.149%
2020144300	741	S	A ST	\$981.33	0.171%
2020145010	112	W	SIXTH ST	\$3,468.51	0.606%
2020145030	637	S	OXNARD BL	\$1,221.29	0.213%
2020145050	653	S	OXNARD BL	\$1,795.82	0.314%
2020145060	663	S	OXNARD BL	\$1,179.71	0.206%

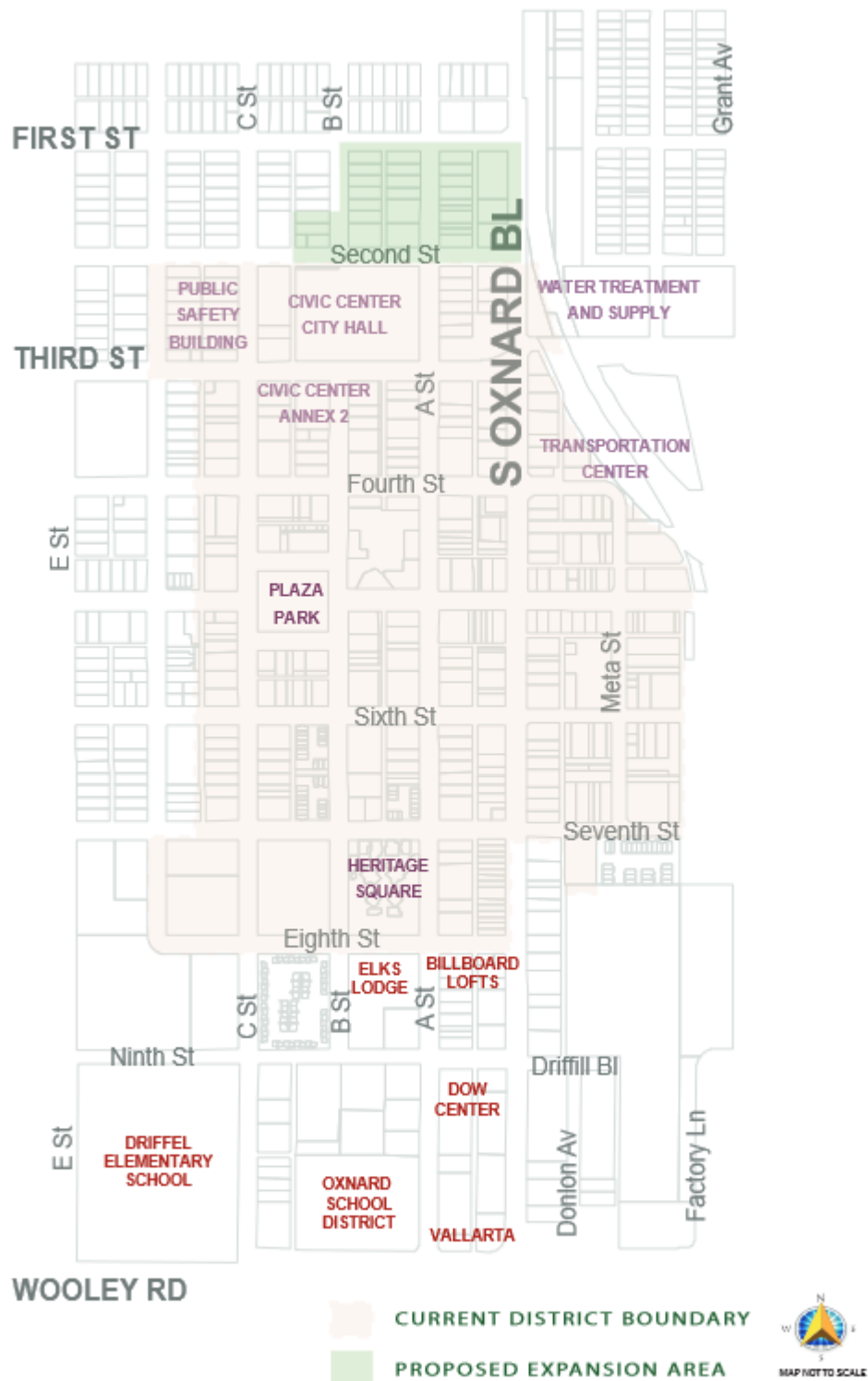
OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2020145100	630	S	A ST	\$841.50	0.147%
2020145110	622	S	A ST	\$1,667.70	0.291%
2020145120	618	S	A ST	\$841.50	0.147%
2020145130	608	S	A ST	\$1,557.54	0.272%
2020145140	120	W	SIXTH ST	\$1,484.10	0.259%
2020145190		S	A ST	\$841.50	0.147%
2020145200	631	S	OXNARD BL	\$810.90	0.142%
2020145210	629	S	OXNARD BL	\$708.54	0.124%
2020145220	658	S	A ST	\$4,770.07	0.834%
2020145230	643	S	OXNARD BL	\$1,198.11	0.209%
2020145240	645	S	OXNARD BL	\$1,327.28	0.232%
2020146010	110	W	SEVENTH ST	\$1,935.45	0.338%
2020146020	705	S	OXNARD BL	\$1,120.73	0.196%
2020146030	711	S	OXNARD BL	\$1,051.88	0.184%
2020146040	715	S	OXNARD BL	\$742.05	0.130%
2020146050	719	S	OXNARD BL	\$948.60	0.166%
2020146070	733	S	OXNARD BL	\$1,335.95	0.233%
2020146080	737	S	OXNARD BL	\$776.48	0.136%
2020146090	745	S	OXNARD BL	\$604.35	0.106%
2020146100	755	S	OXNARD BL	\$1,017.45	0.178%
2020146110	749	S	OXNARD BL	\$604.35	0.106%
2020146120		S	OXNARD BL	\$604.35	0.106%
2020146130	761	S	OXNARD BL	\$879.75	0.154%
2020146140	752	S	A ST	\$2,747.34	0.480%
2020146150	744	S	A ST	\$1,428.94	0.250%
2020146180	700	S	A ST	\$2,280.28	0.398%
2020146190		S	OXNARD BL	\$604.35	0.106%
2020146200		S	OXNARD BL	\$604.35	0.106%
2020146210	723	S	OXNARD BL	\$604.35	0.106%
2020146220	708	S	A ST	\$4,889.15	0.854%
2020380015	651	S	A ST	\$118.49	0.021%
2020380025	653	S	A ST	\$96.05	0.017%
2020380035	655	S	A ST	\$120.69	0.021%
2020380045	657	S	A ST	\$120.69	0.021%
2020380055	659	S	A ST	\$96.05	0.017%
2020380065	661	S	A ST	\$118.49	0.021%
2020380075	211	W	SEVENTH ST	\$120.69	0.021%
2020380085	213	W	SEVENTH ST	\$96.05	0.017%
2020380095	215	W	SEVENTH ST	\$118.49	0.021%
2020380105	645	S	A ST	\$120.69	0.021%
2020380115	643	S	A ST	\$95.36	0.017%
2020380125	641	S	A ST	\$118.49	0.021%
				\$572,260.99	100.000%

APPENDIX 2

ODMD BOUNDARY MAP

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN



ATTACHMENT 1

ASSESSMENT ENGINEER'S REPORT

ATTACHMENT 1



OXNARD DOWNTOWN MANAGEMENT DISTRICT RENEWAL

ASSESSMENT ENGINEER’S REPORT

*Being Renewed for a 5 Year Term Pursuant to
California Streets and Highways Code Section 36600 et seq.
Property & Business Improvement District Act of 1994, as amended*

*Prepared by
Edward V. Henning
California Registered Professional Engineer # 26549
Edward Henning & Associates*

APRIL 10, 2024

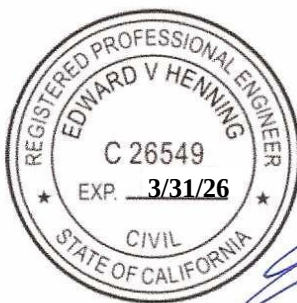
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ASSESSMENT ENGINEER’S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Oxnard Downtown Management District ("ODMD") being renewed for a five (5) year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

Prepared by Edward V. Henning, California Registered Professional Engineer # 26549



A handwritten signature in blue ink that reads "Edward V. Henning". The signature is written over a horizontal line and extends slightly below it.

RPE #26549

April 10, 2024

Edward V. Henning

Date

(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)

Introduction

This report serves as the “detailed engineer’s report” required by Section 4(b) of Article XIIIID of the California Constitution (Proposition 218) to support the benefit property assessments to be levied within the proposed ODMD in the City of Oxnard, California being renewed for a five (5) year term. The discussion and analysis contained within this Report constitutes the required “nexus” of rationale between assessment amounts levied and special benefits derived by real properties within the proposed renewed ODMD.

Background

The ODMD is a property-based benefit assessment type district being renewed for a five (5) year term pursuant to Section 36600 et seq. of the California Streets and Highways Code (as amended), also known as the Property and Business Improvement District Law of 1994 (the “Act”). Due to the benefit assessment nature of assessments levied within a property and business improvement district (“PBID”), district program costs are to be distributed amongst all identified benefiting properties based on the proportional amount of special program benefit each property is expected to derive from the assessments levied. Within the Act, frequent references are made to the concept of relative “benefit” received from PBID programs and activities versus amount of assessment paid. Only those properties expected to derive special benefits from PBID funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be conferred on each assessed property.

Supplemental Article XIID Section 4(b) California Constitution
Proposition 218 Procedures and Requirements

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the ODMD. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were “chaptered” into law as Article XIID Section 4(b) of the California Constitution.

Since Article XIID provisions will affect all subsequent calculations to be made in the final assessment formula for the ODMD, these supplemental requirements will be taken into account. The key provisions of Article XIID along with a description of how the ODMD complies with each of these provisions are delineated herein.

(Note: All section references below pertain to Article XIID of the California Constitution):

Finding 1. From Section 4(a): “Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed”.

Setting:

The proposed renewed ODMD is centrally located in the center of Oxnard and centered along A Street from First Street to Eighth Street. ODMD is bounded roughly by First and Second Streets on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone within ODMD (See attached map in Appendix 2).

General Boundary Description

ODMD includes 433 parcels of which 432 are identified assessed parcels in a 32 block area of Historic Downtown Oxnard. The property uses within the boundaries of the proposed renewed ODMD which will receive special benefits from PBID funded programs and services are currently a unique mix of retail, restaurant, service, office, government, residential and parking. ODMD boundaries were selected to incorporate the core Downtown parcels and businesses. There is one benefit zone within the proposed renewed District. It is noted that ODMD is being expanded to the north to First Street from the centerline of B Street to Oxnard Boulevard. This two block area includes a combination of commercial parcels associated with Downtown Oxnard along with mixed use parcels with residential rental units.

Detailed Boundary Description

More specifically, the ODMD is described as follows:

Beginning at the intersection of the centerlines of Second Street and D Street; thence east along said centerline of Second Street to the centerline of B Street; thence north along said centerline of B Street to the centerline of First Street; thence east along said centerline of First Street to the east property line of Oxnard Boulevard; thence south along said east property line of Oxnard Boulevard to the tangent intersection point with the west property line of the railroad right of way; thence southeast and south along said west property line of the railroad right of way to the centerline of Fifth Street; thence west along said centerline of Fifth Street to the prolongation of the east property line of the public alley lying east of and parallel to Meta Street; thence south along said east property line of said public alley to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the east property line of parcel APN 202-0-360-110; thence south along said east property line of said parcel APN 202-0-360-110 to the south property line of said parcel APN 202-0-360-110; thence west along said south property line of said parcel APN 202-0-360-110 to the west property line of said parcel APN 202-0-360-110; thence north along said west property line of said parcel APN 202-0-360-110 to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the centerline of Oxnard Boulevard; thence south along said centerline of Oxnard Boulevard to the centerline of Eighth Street; thence west along said centerline of Eighth Street to the centerline of D Street; thence north along said centerline of D Street to the centerline of Seventh Street; thence east along said centerline of Seventh Street to the prolongation of the west property line of the public alley lying

east of and parallel to D Street; thence north along said west property line of said public alley to the centerline of Third Street; thence west along said centerline of Third Street to the centerline of D Street; thence north along said centerline of D Street to the point of beginning.

Benefit Zones

There is one benefit zone within the proposed renewed District.

District Boundary Rationale

The ODMD boundaries encompass the heart of Downtown Oxnard. These parcels showcase a unique array of pedestrian oriented uses - retail, restaurant, service, office, government, residential and parking that form what is considered the “cohesive urban fabric” of the evolving mixed-use Downtown center.

The District boundaries were chosen to generally include parcels that comprise the commercial core that attracts pedestrians and visitors to Downtown Oxnard. Also included are current as well as future in-town residential parcels. Parcels adjacent to the north, south and east of ODMD are not part of the District's commercial and in-town residential pedestrian core and have different marketing needs than those in the ODMD. These outside parcels and uses require different services than those in the ODMD and would not specially benefit from the increased pedestrian oriented programs, services and improvements offered by the ODMD. Therefore, they have not been included within the ODMD boundaries.

Surrounding parcels to the north, south and west that are zoned solely residential and/or with residential uses have not been included within the boundaries of the PBID. The Property and Business Improvement District Law of 1994, California Streets & Highway Code § 36632 states, “Properties zoned solely for residential use..... are conclusively presumed not to benefit from the improvements and service funded through these assessments and shall not be subject to any assessment”. For these reasons, no residentially zoned parcels or residential uses north, south or west of the proposed renewed District are included in the ODMD boundaries.

A list of all parcels included in the proposed renewed ODMD is shown as Appendix 1, attached to this Report identified by their respective Ventura County assessor parcel number. The boundary of the proposed renewed ODMD is shown on the map of the proposed renewed ODMD attached as Appendix 2 to this Report.

All identified assessed parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in this Report and in the Management District Plan. All ODMD funded services, programs and improvements provided within the above described boundaries shall confer special benefit to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within ODMD will proportionately specially benefit from the District funded programs and services (i.e. civil sidewalks, district identity/placemaking and organization). These services, programs and improvements are intended to improve commerce, employment, livability, rents and occupancy rates and investment viability of individually assessed parcels and businesses/residential units on them within ODMD.

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District services, activities and programs confer special benefits on each and every individually assessed parcel by deterring crime, improving aesthetics and marketing goods and services available from individually assessed parcels and the businesses/occupants on them within the District, all considered necessary in a competitive properly managed mixed-use business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of assessed parcels within the boundaries of the proposed renewed ODMD.

The District includes 433 parcels of which 432 are identified as assessable within one Benefit Zone and which are listed in the Assessment Roll included as Appendix 1. For further information, a District Boundary Map is included as Appendix 2.

Finding 2. From Section 4(a): “Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. “

QUANTITATIVE BENEFIT ANALYSIS

As stipulated in Article XIID Section 4(b) of the California Constitution, assessment district programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. For the purposes of this analysis, a “general benefit” is hereby defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special benefit” as defined by Article XIID means a distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.

The property uses within the boundaries of the District that will receive special benefits from District funded programs and services are currently an array of retail, restaurant, service, office, banking, residential and commercial parking. Services, programs and improvements provided and funded by the District (i.e. civil sidewalks, district identity/placemaking and organization) are designed to provide special benefits to identified assessed parcels and the array of land uses within the boundaries of the ODMD as described in the Work Plan Details starting on page 10 of this Report.

The proposed renewed District programs, improvements and services and Year 1 – 2025 budget allocations are shown in the Table below:

Year 1 – 2025 District Special Benefit Budget (Assessment Revenue Only)

CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ORGANIZATION	TOTAL
\$335,000	\$82,000	\$155,261	\$572,261
58.5397%	14.3291%	27.1312%	100%

The special benefits conferred on assessed parcels within the ODMD are particular and distinct to each

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and every identified assessed parcel within the ODMD and are not provided to non-assessed parcels outside of the ODMD. These programs, services and improvements will only be provided to each individual assessed parcel within the District boundaries and, in turn, confer proportionate “special benefits” to each assessed parcel.

In the case of the ODMD, the very nature of the purpose of this ODMD is to fund supplemental programs, services and improvements to assessed parcels within the District boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. The City of Oxnard does not provide these programs and services. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries.

While every attempt is made to provide District services and programs to confer benefits only to those identified assessed parcels within the District, Article XIID stipulates that general benefits exist either by design or unintentional in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the ODMD, or “spillover” onto parcels surrounding the ODMD, or to the public at large who might be passing through the ODMD with no intention of transacting business within the ODMD or interest in the ODMD itself.

Assessment engineering experience throughout California has found that general benefits within a PBID type assessment district tend to range from 2-6% of the total costs. Most PBIDs in California for which this Assessment Engineer has provided assessment engineering services in conformance with Article XIID have used the composite district overlay determinant method of computing general benefits which will be used for ODMD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within ODMD, general benefit to the public at large within ODMD and general benefit to parcels immediately outside/adjacent to ODMD.

General Benefit – Assessed Parcels within District

ODMD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District parcels and are only provided for the special benefit to each and every assessed parcel within the District. It is the opinion of this Engineer, based on over 30 years of professional assessment engineering experience, that nearly 100% of benefits conferred on the 432 assessed parcels within the District are distinct and special. In the case of ODMD, it is projected that there are 0.25% general benefits conferred on these 432 assessed parcels. While this factor can typically range from 0.10% to 1.0%, this high ratio of special benefits to general benefits (0.25%) is because ODMD funded programs and services are specially geared to the unique needs of each assessed parcel within ODMD and are directed specially only to these parcels within ODMD. This concept is further reinforced by the proportionality of special benefits conferred on each assessed parcel within ODMD as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics of each parcel.. The computed 0.25% general benefit value on the 432 assessed parcels within the ODMD equates to \$1,431 or (.25% x \$572,261).

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General Benefit – Public At Large

While the ODMD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District properties and are only provided for the special benefit to each and every assessed parcel within the District, these District funded programs may also provide an incidental general benefit to the public at large within the District. Assessment Engineering experience in California has found that generally well over 95% of people moving about within PBID boundaries are engaged in business related to assessed parcels and businesses contained on them within the PBID, while the public at large “just passing through” is typically much less than 5%.

Tangible services and improvements such as security, cleanliness, bench and shade tree maintenance would confer higher levels of general benefits on the public at large than say planters, decorative pavement/signage and other general district management and operation activities. Typically, a factor range from 0.5% to 2% (0.005 to 0.02) is assigned to tangible streetscape/sidewalk type services, programs and improvements,. Then a factor range from 0.25% to 1.5% (0.0025 to 0.015) is assigned to intangible services, programs and improvements.

Based on experience curves and the nature of the proposed ODMD funded services, programs and improvements and over 30 years of assessment engineering experience, it is the opinion of this Assessment Engineer that districtwide general benefit factors for each of the ODMD funded special benefit program element costs that provide a general benefit to the public at large would be 1.5% (0.015) assigned to Civil Sidewalks and 0.5% (0.005) assigned to both District Identity/Placemaking and Organization.

These factors are applied to each assessment funded program element cost in order to compute the dollar and percent value of districtwide general benefits to the public at large. The total dollar value of this general benefit type, public at large, equates to \$6,211. Each of these factors and corresponding general benefit calculations/values for the public at large are shown in the Table below:

GENERAL BENEFITS TO “PUBLIC AT LARGE”

	A	B	C	E
Program Element	Dollar Allocation	General Benefit Percent	General Benefit Factor	General Benefit Value (A x C)
CIVIL SIDEWALKS	\$335,000	1.50%	0.0150	\$5,025
DISTRICT IDENTITY & PLACEMAKING	\$82,000	0.50%	0.0050	\$410
ORGANIZATION	<u>\$155,261</u>	0.50%	0.0050	<u>\$776</u>
Total	\$572,261			\$6,211

Spillover General Benefits to Parcels Outside of District

While District programs and services will not be provided directly to parcels outside the District boundaries, it is reasonable to conclude that District services may confer an indirect general benefit on parcels immediately adjacent to the District boundaries. An inventory of the District boundaries finds

that the District is surrounded by 69 parcels, of which 12 are commercial uses and 57 are residential, non-profit or public uses adjacent to or across a street or alley from the proposed renewed ODMD. There is 1 non-identified (i.e. not assessed) exempt parcel within the proposed renewed ODMD. Typically, a factor of 100% (1.0) is first assigned to assessed parcels within the district, then a factor range from 5% to 15% (0.05 to 0.15) is assigned to commercial zoned and used parcels directly outside the district, then a factor range from 0.5% to 1.5% (0.005 to 0.015) is assigned to residential zoned and used parcels directly outside the district, and finally, a factor range from 0.5% to 1.5% (0.005 to 0.015) is assigned to public and/or non-profit owned and fully occupied parcels directly outside the district.

The 69 parcels outside the District boundaries adjacent to or across streets or alleys from assessed parcels within the District as well as the 1 non-identified, non-assessed parcel within the District can reasonably be assumed to receive some indirect general benefit as a result of PBID funded programs, services and improvements. Based on over 30 years of assessment engineering experience, it is the opinion of this Assessment Engineer that a benefit factor of 1.0 be attributed to the 432 identified assessed parcels within the District; a benefit factor of 0.1 be attributed to general benefits conferred on the 13 commercial parcels adjacent to or across a street or alley from the proposed renewed ODMD as well as the 1 non-assessed parcel within the ODMD; and a benefit factor of 0.01 be attributed to general benefits conferred on the 57 residential, non-profit and public parcels adjacent to or across a street or alley from the proposed renewed ODMD. The cumulative dollar value of this general benefit type equates to \$2,477 (\$1,722+ \$755) as delineated in the Table below.

“Spillover” General Benefits

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Assessed Parcels In	432	1.00	432.00	99.5690%	\$572,261
Commercial Perimeter Parcels Out; Non-Assessed In	13	0.10	1.30	0.2996%	\$1,722
Other Perimeter Parcels Out	57	0.01	0.57	<u>0.1314%</u>	<u>\$755</u>
TOTAL			433.87	100.00%	\$574,738

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of general benefits conferred on assessed parcels within the District, the public at large and parcels outside the District equates to \$10,119 (\$1,431 + \$6,211 + \$2,477) or 1.74% of the total adjusted costs. This leaves a value of 98.26% assigned to special benefit related costs. For the purposes of this analysis, the general benefit value of 1.74% will be conservatively rounded up to 2.0% or \$11,679. The general benefit value of \$11,679 when added to the special benefit value of \$572,261 (Year 1 –2025 assessments) equates to a total adjusted Year 1 – 2025 program cost of \$583,940. Remaining costs that are attributed to general benefits will need to be derived from other sources. A comparison of special and general benefit funding sources is shown in the Table below.

Special and General Benefit Revenue Sources

Revenue Source	Revenue	% of Total
District Assessments	\$572,261	98.0%
Grants, donations, sponsors, program income, etc.	\$11,679	2.0%
TOTAL	\$583,940	100.0%

A breakdown of projected special and general benefit costs for each year of the 5-year renewal term is shown in the following Table:

5 Year Special + General Benefit Costs

YR	PROGRAM CATEGORY	SPECIAL BENEFIT ASSESSMENT COSTS	GENERAL BENEFIT NON- ASSESSMENT COSTS	TOTAL ADJUSTED COSTS	% OF TOTAL
1	CIVIL SIDEWALKS	\$335,000	\$6,837	\$341,837	58.5397%
	DISTRICT IDENTITY & PLACEMAKING	\$82,000	\$1,673	\$83,673	14.3291%
	ORGANIZATION	<u>\$155,261</u>	<u>\$3,169</u>	<u>\$158,430</u>	<u>27.1312%</u>
	Total	\$572,261	\$11,679	\$583,940	100%
2	CIVIL SIDEWALKS	\$351,750	\$7,179	\$358,929	58.5397%
	DISTRICT IDENTITY & PLACEMAKING	\$86,100	\$1,757	\$87,857	14.3291%
	ORGANIZATION	<u>\$163,024</u>	<u>\$3,327</u>	<u>\$166,351</u>	<u>27.1312%</u>
	Total	\$600,874	\$12,263	\$613,137	100%
3	CIVIL SIDEWALKS	\$369,338	\$7,538	\$376,876	58.5397%
	DISTRICT IDENTITY & PLACEMAKING	\$90,405	\$1,845	\$92,250	14.3291%
	ORGANIZATION	<u>\$171,175</u>	<u>\$3,493</u>	<u>\$174,668</u>	<u>27.1312%</u>
	Total	\$630,918	\$12,876	\$643,794	100%
4	CIVIL SIDEWALKS	\$387,805	\$7,915	\$395,720	58.5397%
	DISTRICT IDENTITY & PLACEMAKING	\$94,925	\$1,937	\$96,862	14.3291%
	ORGANIZATION	<u>\$179,734</u>	<u>\$3,668</u>	<u>\$183,402</u>	<u>27.1312%</u>
	Total	\$662,464	\$13,520	\$675,984	100%
5	CIVIL SIDEWALKS	\$407,195	\$8,311	\$415,506	58.5397%
	DISTRICT IDENTITY & PLACEMAKING	\$99,671	\$2,034	\$101,705	14.3291%
	ORGANIZATION	<u>\$188,721</u>	<u>\$3,851</u>	<u>\$192,572</u>	<u>27.1312%</u>
	Total	\$695,587	\$14,196	\$709,783	100%

DISTRICT WORK PLAN

Overview

The Programs and activities to be funded by the ODMD include civil sidewalks, district identity/placemaking and organization. The property uses within the boundaries of the District that will receive special benefits from District funded programs, services and improvements are currently a unique mix of retail, restaurant, service, office, government, residential and parking. District funded activities are primarily designed to provide special benefits as described below to identified assessed parcels and array of land uses within the boundaries of the District.

These benefits are particular and distinct to each and every identified assessed parcel within the ODMD and are not provided to non-assessed parcels outside of the District. These programs, services and improvements will only be provided to each individual assessed parcel within the District boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

In the case of the ODMD, the very nature of the purpose of this District is to fund supplemental programs, services and improvements to assessed parcels within the District boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. The City of Oxnard does not provide these supplemental programs and services. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries.

The projected program special benefit cost allocation of the District assessment revenues for the 5-year District term assuming a 5% maximum annual assessment rate increase is shown in the Table on page 15 of this Report.

WORK PLAN DETAILS

The programs, services and improvements to be provided by the ODMD include civil sidewalks, district identity/placemaking and organization. Each of these work plan elements are designed to add to the cohesive mixed-use urban fabric of Downtown Oxnard and assist in its economic success and vitality. The assessed parcels in the PBID will specially benefit from the District programs in the form of increased commerce and vitality through meeting the ODMD goals: to improve security, cleanliness, beautification, landscaping, livability and to attract and retain businesses and services, generate more pedestrian and visitor traffic and to increase commerce and improve the economic viability of each assessed parcel.

The following programs, services and improvements are proposed by the ODMD to specially benefit each and every individually assessed parcel within the District boundaries. ODMD services, programs and improvements will not be provided to parcels outside the District boundary.

Civil Sidewalks

Civil Sidewalks includes maintenance and safety ("clean and safe") services in public sidewalk areas

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adjacent to assessed parcels in ODMD. The maintenance portion of the Civil Sidewalks category includes regular maintenance of public areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. These services include:

- Clean Team 6-days per week
- litter and illegal dumping pickup
- graffiti and illegal sticker/poster removal
- check/empty 130+ sidewalk trash bins
- check, sweep, and secure trash enclosures
- removal of transient discards, including shopping carts, bio-waste
- sidewalk scrubbing/steam cleaning
- curb line block face sweeping
- tree pruning
- weed abatement
- visitor assistance

The maintenance portion of the Civil Sidewalks work plan component is designed to specially benefit and improve the aesthetic appeal of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Maintenance services will only be provided for identified and assessed parcels located within the PBID boundaries.

The maintenance portion of the Civil Sidewalks work plan component will assist in creating a clean environment for each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons, residents and visitors, and reduce rents and occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly/non-profit owned/occupied parcels, District funded clean programs and services provide these parcels with enhanced facility entrances and perimeters and better public/non-profit facilities in turn for their employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of assessed residential use parcels, District funded clean programs and services are designed to improve the appearance of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the clean programs and services which will only be provided to, and for the direct special benefit of, each identified assessed parcel within the proposed renewed District boundaries.

Safety

The safety portion of the Civil Sidewalks work plan category includes regular security of areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. The safety portion of the Civil Sidewalks work plan component includes:

- daily bike & truck Safety Patrol
- loitering & trespassing subject removal
- Crime prevention awareness campaigns
- street light outage reporting and repair orders

The safety portion of the Civil Sidewalks work plan component is designed to specially benefit and improve the security of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Safety services will only be provided for identified and assessed parcels located within the proposed renewed PBID boundaries.

The safety portion of the Civil Sidewalks work plan component will assist in creating a safe and secure environment for each assessed parcel in the District. An unsafe environment deters commerce and may fail to attract patrons, residents and visitors, and reduce rents and occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly/non-profit owned/occupied parcels, District funded safe programs and services provide these parcels with safer and enhanced facility entrances and perimeters and better public/non-profit facilities in turn for their employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of assessed residential use parcels, District funded safe programs and services are designed to improve the security of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the safe programs and services which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries

District Identity/Placemaking

This work plan category includes regular marketing and image enhancement programs and services for the special benefit of each assessed parcel and land use within ODMD by creating a unique, marketable District identity. This work plan category also includes placement of, and care for, a variety of physical improvements and amenities within the public streetscape areas within ODMD for the special benefit of each identified and assessed parcel and land use within ODMD by creating a unique and marketable “sense of place”. The District Identity/Placemaking work plan component includes:

- daily updated responsive website DowntownOxnard.org
- integrated social media promotion – Facebook, Instagram, Twitter, YouTube
- produced and sponsored live events (e.g. First Thursdays, Cruise Night, Halloween, etc.)
- district advertising, newsletters, press releases, media relations, original photo library
- Marketing Committee support for merchant coordinated promotions
- assist prospective businesses with referrals to leasable properties
- permit processing assistance

Also included are:

- district-wide holiday streetlamp décor
- 162 sidewalk flower planters
- Historic Plaza Park hanging flower baskets
- public art – utility box painting and temporary murals
- street banner program (88 street poles)

The District Identity/Placemaking work plan component is designed to specially benefit and improve the image of each assessed parcel within the PBID and attract more customers, clients, employees, tenants, residents and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. District Identity/Placemaking programs and services will only be provided for identified and assessed parcels located within the PBID boundaries.

For parcels with general commercial, retail, restaurant, office and commercial parking uses, District Identity/Placemaking services and programs are specifically designed to attract more customers, employees, tenants and investors for the special benefit of assessed parcels as a result of marketing assessed parcels and the goods and services and spaces available on these assessed parcels. This in turn, is intended to increase business volumes, sales transactions, commercial occupancies, commercial rental income and investment return. In the case of publicly/non-profit owned/occupied parcels that are assessed for these programs, District Identity/Placemaking creates better public/non-profit facilities and services on these assessed parcels by fostering better informed public/non-profit employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of residential use parcels, District Identity/Placemaking specially benefits each assessed residential parcel and creates better informed tenants, visitors and owners, which, in turn, enhance livability and may increase residential occupancies and rental income. District Identity/Placemaking services and programs will only be provided to, and for the direct and special benefit of, each identified assessed parcel within the District.

Organization

This work plan category includes professional management and related corporate operation costs of providing PBID funded services, programs and improvements for the special benefit of each identified and assessed parcel and land use within ODMD. The Organization work plan component includes:

- staff and full service office to manage PBID programs, projects, compliance reporting.
- full service office to assist property and business owners with District-related needs
- advocacy and representation of member interests on District issues and needs
- Organize “town hall” forums and advocacy on topics such as homeless solutions, Vision Plan

Organization also includes legal, accounting, insurance, production of the Annual Planning Report and Budget and quarterly reports, facilitation of meetings of the Owners’ Association, Brown Act compliance, outreach to District property and business owners, and participation in professional peer/best practice forums such as the California Downtown Association or the International Downtown Association. It also covers the costs associated with District renewal. A portion of the Organization budget is held in reserve to offset delinquent and/or slow assessment payments.

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The Organization component is key to the proper expenditure of District assessment funds and the administration of District programs and activities for the special benefit of all parcels and land uses within the ODMD. The Organization work plan component exists only for the purposes of the District and directly relates to the implementation of Civil Sidewalks and District Identity/Placemaking services, programs and improvements which specially benefit each identified assessed parcel within the District boundaries.

In summary, all District funded services, programs and improvements described above confer proportionate special benefits to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within the ODMD will proportionately specially benefit from Civil Sidewalks, District Identity/Placemaking and Organization. These services, programs and improvements are intended to improve commerce, employment, livability, rents, occupancy rates and investment viability of assessed parcels, businesses and residents within the ODMD by deterring crime, reducing litter and debris, making capital improvements and professionally marketing goods, services and spaces available within the District, all considered necessary in a competitive properly managed contemporary mixed-use business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of each and every assessed parcel within the boundaries of the ODMD.

WORK PLAN BUDGET

Each identified assessed parcel within the ODMD will be assessed the full amount of the proportionate special benefit conferred upon it based on the level of District funded services provided. The projected District program special benefit (assessment) cost allocation budget for Year 1 (2025), is shown in the following Table:

ODMD Year 1 (2025) Special Benefit Assessment Budget

CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ORGANIZATION	TOTAL
\$335,000	\$82,000	\$155,261	\$572,261
58.5397%	14.3291%	27.1312%	100.00%

In order to carry out the District programs outlined in the previous section, a Year 1 assessment budget of \$572,261 is projected. Since the District is planned for a 5-year term, projected program costs for future years (Years 2-5) are set at the inception of the District. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 5% per annum, commensurate to special benefits received by each assessed parcel, is incorporated into the projected program costs and assessment rates for the 5-year District term. It is noted that the 5% maximum annual rate increase is deemed necessary in order to offset substantial service and improvement cost increases projected over the next several years and to provide levels of service and types of improvements expected and requested by District stakeholders. Carryovers, if any, may be reapportioned the following

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year for related programs, services and improvements. Detailed annual budgets will be prepared by the Owner’s Association Board and included in an Annual Plan for the City Council’s review and approval.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year during the 5-year term of the proposed renewed District. Accordingly, the Owners’ Association shall have the ability to reallocate budget line items within the budget categories based on such cost fluctuations subject to the review and approval by the Owners’ Association Board and included in the Annual Planning Report that will be approved by the Oxnard City Council pursuant to Streets and Highways Code Section 36650. Any accrued interest or delinquent payments may be expended in any budget category. A 5-year projected ODMD budget is shown in the following Table:

YEAR 1-5 PROJECED DISTRICT ASSESSMENT BUDGET SUMMARY (Special Benefit Costs)

(Assumes 5% max rate increase per year)

YR	CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ORGANIZATION	TOTAL
	58.5397%	14.3291%	27.1312%	100.00%
1	\$335,000	\$82,000	\$155,261	\$572,261
2	\$351,750	\$86,100	\$163,024	\$600,874
3	\$369,338	\$90,405	\$171,175	\$630,918
4	\$387,805	\$94,925	\$179,734	\$662,464
5	\$407,195	\$99,671	\$188,721	\$695,587

The ODMD assessments may increase for each individual parcel each year during the 5-year effective operating period, but not to exceed 5% per year, commensurate to special benefits received by each assessed parcel, and must be approved by the Owners’ Association Board of Directors, included in the Annual Planning Report and adopted by the City of Oxnard City Council. The Owners’ Association Board of the Directors (“Property Owner’s Association of the ODMD) shall determine the percentage increase to the annual assessment. The Owners’ Association Executive Director shall communicate the annual increase to the City each year in which the District operates at a time determined in the Administration Contract held between the Owners’ Association and the City of Oxnard.

No bonds are to be issued in conjunction with the proposed renewed District.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the 5th year of operation will be rolled over into the renewal budget or returned to stakeholders. District assessment funds may be used to pay for costs related to the following District renewal term. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners.

Finding 3. From Section 4(a): “(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.

Each identified assessed parcel within the district will be assessed based on property characteristics unique only to that parcel. Based on the specific needs and corresponding nature of the program activities to be funded by the proposed renewed ODMD (i.e., civil sidewalks, district identity/placemaking and organization). It is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage, except as noted otherwise herein, within one benefit zone.

The calculated assessment rates are applied to the actual measured parameters of each parcel and thereby are proportional to each and every other identified assessed parcel within the district. Larger buildings and parcels and/or ones with larger frontages are expected to impact the demand for services and programs to a greater extent than smaller building, land and/or street frontages and thus, are assigned a greater proportionate degree of assessment program and service costs. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on proportionate formula components and is listed as an attachment to the Management District Plan and this Report. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) is computed by dividing the individual parcel assessment by the total special benefit program costs.

Finding 4. From Section 4(a): “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the proposed renewed ODMD, they are also considerably less than other options considered by the ODMD Renewal Committee. The actual assessment rates for each parcel within the District directly relate to the level of service and, in turn, special benefit to be conferred on each parcel based on the respective building area, land area and street frontage of each parcel within one benefit zone, except as noted otherwise herein.

Finding 5. From Section 4(a): “Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment.....”

The State Constitution - Article 13D (Proposition 218) states that “parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit.”

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There are 154 publicly owned parcels within ODMD, all of which are identified and assessable for which District funded special benefit programs, services and improvements will be provided. All 154 of the assessed publicly owned parcels are owned by the City of Oxnard, including the Oxnard Parking Authority and the Oxnard Housing Authority. It is noted that the only publicly owned parcel within ODMD not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct PBID funded special benefit services, programs and improvements will be provided adjacent to this parcel.

For all other publicly owned/occupied parcels and facilities within ODMD, each of these parcels specially benefit from District funded programs services and improvements. The special benefits include cleaner and safer facility entrances and perimeters for their employees, visitors, tenants, vendors and other users of these public locations and facilities. Publicly owned parcels and facilities will be included in all maps, directories and District advertisements and web displays and are active components of Downtown Oxnard’s identity and fabric.

ODMD services are designed to improve the safety and cleanliness for visitors, employees, tenants and users of public facilities on publicly owned parcels within the District by deterring crime and reducing litter and debris, each considered detractions to employment, visitation and use of public facilities if not contained and properly managed. In turn, these services will serve to enhance the public service levels provided by public facilities and parcels within ODMD.

Each identified and assessable publicly owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of this Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for public building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not proportionately specially benefit from ODMD funded programs, services and improvements as delineated herein and, thus, will be assessed similar to privately owned parcels, except as noted herein.

Finding 6. From Section 4(b): “All assessments must be supported by a detailed engineer’s report prepared by a registered professional engineer certified by the State of California”.

This report serves as the “detailed engineer’s report” to support the benefit property assessments proposed to be levied within the proposed renewed ODMD.

Finding 7. From Section 4(c): “The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated.”

The individual and total parcel assessments attributable to special property benefits are shown in Appendix 1 to the Management District Plan and this Report. The proposed renewed District and resultant assessment levies will continue for 5-years and may be renewed again at that time. The reasons (purposes) for the proposed assessments are outlined in Finding 2 above as well as in the Management District Plan. The calculation basis of the proposed assessment is attributed to building area, land area and street frontage, except as noted herein, within one benefit zone.

Assessment Formula Methodology

Step 1. Select “Basic Benefit Unit(s)”

Background – Generic Assessment Formula Development

The method used to determine special benefits derived by each identified assessed property within a PBID begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the ODMD, the benefit unit may be measured in linear feet of street frontage or parcel size in square feet or building size in square feet or any combination of these factors. Factor quantities for each parcel are then measured or otherwise determined. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by the PBID in order to determine any levels of different benefit that may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite basic benefit unit factor or factors. Within the assessment formula, different factors may be assigned different “weights” or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, District administration and ancillary program costs, are estimated. It is noted, as stipulated in Article XIID Section 4(b) of the California Constitution, and now required of all property-based assessment Districts, indirect or general benefits costs may not be incorporated into the assessment formula and levied on the District properties; only direct or “special” benefits and costs may be considered. Indirect or general benefit costs, if any, must be identified and, if quantifiable, calculated and factored out of the assessment cost basis to produce a “net” cost figure. In addition, Article XIID Section 4(b) of the California Constitution also no longer automatically exempts publicly owned property from being assessed unless the respective public agency can provide clear and convincing evidence that their property does not specially benefit from the programs and services to be funded by the proposed special assessments. If special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments. (See pages 16- 17 of this Report for discussion regarding assessment of publicly owned parcels within the ODMD).

From the estimated net program costs, the value of a basic benefit unit or “basic net unit cost” can be computed by dividing the total amount of estimated net program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Net Unit Cost times the number of Basic Benefit Units per parcel. This is known as “spreading the assessment” or the “assessment spread” in that all costs are allocated proportionally or “spread” amongst all benefitting properties within the PBID.

The method and basis of spreading program costs varies from one PBID to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the district.

Proposed ODMD Assessment Formula

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed renewed ODMD (i.e. civil sidewalks, district identity/placemaking and organization) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage, except as noted herein, within one benefit zone.

The “Basic Benefit Units” will be expressed as a combined function of building square footage (Benefit Unit “A”), land square footage (Benefit Unit “B”) and street frontage (Benefit Unit “C”). Based on the shape of the proposed ODMD, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage, except as noted herein, within one benefit zone. Special benefit proportionality varies for different land uses/ownership types and assessable property characteristics (units), are adjusted via differing assessment methodologies and multiplier factors. See “Special Circumstances” beginning on page 20 of this Report which delineates special assessment methodologies and factors and how and when they are applied.

For the array of land uses within the PBID, the interactive application of building and land areas and street frontage quantities are a common method of fairly and equitably spreading special benefit costs to these beneficiaries of PBID funded services, programs and improvements. Each of these factors directly relates to the degree of special benefit each assessed parcel will receive from PBID funded activities. There are no parcels zoned solely residential within ODMD.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor, building area, should generate approximately 30% of the total PBID revenue (28.1905% when adjusted for precise parcel measurements, land use factors and program costs).

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor, land area, should generate approximately 40% of the total PBID revenue (43.4115% when adjusted for precise parcel measurements, land use factors and program costs).

Street Frontage is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. Street frontage includes all public street frontages of a parcel. In the opinion of this Assessment Engineer, the targeted weight of this factor, street frontage, should generate approximately 30% of the total PBID revenue (28.3980% when adjusted for precise parcel measurements, land use factors and program costs).

Special Circumstances

1. Lower Tier Residential Uses (1-6 non-condominium residential units)

It is the opinion of this Assessment Engineer that these land uses do not specially benefit from marketing and promotion activities to the extent that commercial parcels and parcels with higher density residential rental units on them do. It is the opinion of this Assessment Engineer that the assessment for parcels with 1-6 residential units on them shall be based on only on exterior building area which is a common method of fairly and equitably spreading special benefit costs to these land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured exterior building area which then produces the number of assessable building area units. This assessment methodology directly relates to the proportionate amount of special benefit each residential parcel with 1-6 units on them will receive from ODMD funded services, programs and improvements for these land uses.

2. Upper Tier Residential Uses (7+ non-condominiums residential units)

It is the opinion of this Assessment Engineer that these land uses do not specially benefit from marketing and promotion activities to the extent that commercial parcels do but more than parcels with 1-6 residential units on them do. It is the opinion of this Assessment Engineer that the assessment for parcels with 7+ residential units on them shall be based on exterior building area, parcel land area and parcel street frontage which is a common method of fairly and equitably spreading special benefit costs to these land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured exterior building area, land area and street frontage which then produces the number of assessable building area units, land area units and street frontage units. This assessment methodology directly relates to the proportionate amount of special benefit each residential parcel with 7+ units on them will receive from ODMD funded services, programs and improvements for these land uses.

3. Mixed-Use (Non-Condominium Commercial and Residential)

It is the opinion of this Assessment Engineer that parcels with non-condominium mixed commercial and residential uses on them will specially benefit from PBID funded programs, services and improvements but different than those with only commercial uses on them. The residential portions of these land uses do not specially benefit from marketing and promotion activities to the extent that commercial uses do. As such, the assessment rates and applicable assessment methodology will be applied based on each land use portion and the area of the parcel they cover. Mixed-use parcels will be assessed for the commercial use portions at commercial rates for the commercial building area, the parcel land area covered by commercial uses and the amount of direct commercial street frontage. The residential land use portions will be assessed based on the residential criteria and methodologies delineated in # 2 and 3 above.

4. Residential Condominiums

It is the opinion of this Assessment Engineer that these land uses do not specially benefit from

marketing and promotion activities to the extent that commercial parcels and other parcels with residential units on them do. It is the opinion of this Assessment Engineer that the assessment for residential condominiums shall be based on only on interior building area which is a common method of fairly and equitably spreading special benefit costs to these unique property ownerships, subdivisions and land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured interior building area which then produces the number of assessable building area units. This assessment methodology directly relates to the proportionate amount of special benefit each residential condominium parcel will receive from ODMD funded services, programs and improvements for these land uses.

5. Commercial Condominiums

It is the opinion of this Assessment Engineer that such units, when located solely on ground floors, shall be assessed based on actual land area covered, interior condo building area and direct street frontage or pro-rated street frontage for each unit. Multi-floor commercial condominiums shall be assessed on interior condo building area and pro-rated land area and street frontage as determined by the Assessment Engineer depending on the development configuration. If residential condominiums are part of the development, the residential portions will be assessed based on the residential criteria and methodology delineated in #1 above.

6. Publicly Owned/Occupied Parcels

Each assessable publicly (government) owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of this Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded district identity/placemaking services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for publicly used building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

It is noted that the only publicly owned parcel not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct ODMD funded special benefit services, programs and improvements will be provided adjacent to or for the special benefit of this parcel.

7. Non-Profit Owned and Occupied Parcels

Each identified and assessable non-profit owned parcel and use within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than other privately owned parcels. It is the opinion of this Assessment Engineer that non-profit owned parcels and uses do not specially benefit to the same extent as other privately owned parcels from district identity/placemaking services, programs and improvements. To offset this special benefit differential, non-profit owned parcels with non-profit uses on them will not be assessed for non-profit used building areas located on these parcels. Non-profit owned parcels with “for-profit” uses on them will be assessed for building areas occupied by “for-profit” uses.

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8. Changes to Building or Parcel Size

Any changes in building size, parcel size and street frontage(s) as a result of new construction or demolition or land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right of way setbacks shall have their assessment adjusted upon final City approval of such parcel adjustments.

9. Other Future Development

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Report would require a new Proposition 218 ballot procedure in order to approve any such changes.

Step 2. Quantify Total Basic Benefit Units

Taking into account all identified specially benefiting parcels within the District and their respective assessable benefit units and land use factors, the assessable quantities and assessment revenues by factor are shown in the following Tables:

Year 1 – 2024/2025 – Gross Quantities

GROSS BLDG AREA (SF)	# OF ASSESSABLE PARCELS	GROSS LAND AREA (SF)	GROSS STREET FRONTAGE (LF)
1,277,861	432	3,262,505	30,708

Year 1 – 2024/2025 - Assessable Benefit Units

ASSESSABLE BLDG AREA UNITS	# OF ASSESSABLE PARCEL UNITS	ASSESSABLE LAND AREA UNITS	ASSESSABLE STREET FRONTAGE UNITS
1,171,556.50	383.50	3,133,029.41	35,405.37

Year 1 – 2024/25 Projected Assessment Revenue

BLDG ASSMT REVENUE	LAND 1 ASSMT REVENUE	LAND 2 ASSMT REVENUE	STREET FRONTAGE ASSMT REVENUE	TOTAL ASSMT REVENUE
\$161,323.33	\$152,556.30	\$95,870.70	\$162,510.65	\$572,260.98
28.1905%	26.6585%	16.7530%	28.3980%	100.00%

Step 3. Calculate Benefit Units for Each Property.

The number of Benefit Units for each identified benefiting parcel within the proposed renewed ODMD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, building areas, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property-based assessments. All respective property data being used for assessment computations will be provided to each property owner in the District for their review. If a property owner believes there is an error on a parcel’s assessed quantities, the District may confirm the data with the County Assessor’s office. If District data matches Assessor’s data, the property owner may opt to work with the Assessor’s office to correct the data so that the District assessment may be corrected.

Step 4. Determine Assessment Formula

Based on the nature of the programs to be funded as well as other rationale outlined in Step 1 above, it is the opinion of this Engineer that the ODMD assessments will be based on building area, land area, and street frontage except as otherwise noted herein.

The proposed assessment formula is as follows:

Assessment = Assessable Building Area (Unit A) x Unit A Rate, plus
Assessable Land Area (Unit B-1) x Unit B-1 Rate, plus
Assessable Land Area (Unit B-2) x Unit B-2 Rate, plus
Assessable Street Frontage (Unit C) x Unit C Rate

YEAR 1 –2024/25 Assessment Rates

BLDG ASSMT RATE (\$/UNIT A)	LAND ASSMT RATE 1 (\$/UNIT B-1)	LAND ASSMT RATE 2 (\$/UNIT B-2)	FRONTAGE ASSMT RATE (\$/UNIT C)
\$0.1377	\$397.80	\$0.0306	\$4.59

The complete Year 1 – 2024-25 assessment roll of all parcels to be assessed by this District is included in this Report as Appendix I.

Assessment Formula Unit Rates

Using figures from the Assessable Benefit Units Table and the Projected Assessment Revenue Table on page 22 of this Report, the assessment rates and weighted multipliers for each factor are calculated as follows:

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Building Area Rate (Unit A)

$$(\$572,260.98 \times 28.1905\%)/1,171,556.50 \text{ units} = \$0.1377/\text{Building Unit A}$$

Land Area Rate (Unit B-1)

$$(\$572,260.98 \times 26.6585\%)/383.50 \text{ units} = \$397.80/\text{Land Unit B-1}$$

Land Area Rate (Unit B-2)

$$(\$572,260.98 \times 16.7530\%)/3,133,029.41 \text{ units} = \$0.0306/\text{Land Unit B-2}$$

Street Frontage Rate (Unit C)

$$(\$572,260.98 \times 28.3980\%)/35,405.37 \text{ units} = \$4.59 \text{ Street Frontage Unit C}$$

Step 5. Estimate Total District Costs

The total projected 5-year special benefit costs for 2025 – 2029 of the District are shown in the Table on page 15 of this Report assuming a maximum increase of 5% per year, commensurate to special benefits received by each assessed parcel.

Step 6. Separate General Benefits from Special Benefits and Related Costs (Article XIIID Section 4(b) of the California Constitution – Proposition 218)

Total Year 1 adjusted costs are estimated at \$583,940. General benefits are factored at 2.0% of the total adjusted costs (see Finding 2 on pages 5-9 of this Report) with special benefits set at 98.0%. Article XIIID Section 4(b) of the California Constitution limits the levy of property assessments to costs attributed to special benefits only. The 2.0% general benefit cost is computed to be \$11,679 with a resultant 98.0% special benefit limit computed at \$572,261. Based on current property data and land uses, this is the maximum amount of Year 1 (2024-25) revenue that can be derived from property assessments from the subject District.

All program costs associated with general benefits will be derived from sources other than District assessments. Sample “other” revenue sources are shown in the following Table:

Special and General Benefit Revenue Sources

Revenue Source	Revenue	% of Total
District Assessments (Special Benefit Costs)	\$572,261	98.0 %
Grants, donations, sponsors, program income, etc. (General Benefit Costs)	\$11,679	2.0%
TOTAL	\$583,940	100.0%

Step 7. Calculate “Basic Unit Cost”

With a YR 1 - 2020 assessment revenue portion of the budget set at \$572,261 (special benefit only), the Basic Unit Costs (rates) are shown earlier in Step 4. Since the District is proposed to be renewed for a 5-year term, maximum assessments for future years (2026-2029) must be set at the inception of the proposed renewed District. An annual inflationary assessment rate increase of up to 5%, commensurate to special benefits received by each assessed parcel, may be imposed for future year assessments, on approval by the District Property Owner’s Association. The maximum assessment rates for the 5-year proposed renewed District term of 2025-2029 are shown in the Table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for each year of the proposed renewed District term (2025-2029).

**ODMD – 5 Year Maximum Assessment Rates
(Includes a 5%/Yr. Max Increase)**

YEAR	BLDG ASSMT RATE (\$/UNIT)	LAND ASSMT RATE 1 (\$/UNIT)	LAND ASSMT RATE 2 (\$/UNIT)	FRONTAGE ASSMT RATE (\$/UNIT)
1	\$0.1377	\$397.8000	\$0.0306	\$4.5900
2	\$0.1446	\$417.6900	\$0.0321	\$4.8195
3	\$0.1518	\$438.5745	\$0.0337	\$5.0605
4	\$0.1594	\$447.3460	\$0.0344	\$5.3135
5	\$0.1674	\$456.2929	\$0.0351	\$5.5792

SAMPLE ASSESSMENT CALCULATION:

A 7,000 square foot lot with 50 linear feet of street frontage and a 5,000 square foot building on it

Bldg Area	= 5,000 SF x \$0.1377	= \$ 688.50
Land Area	= 7,000 SF x \$0.0306 SF + \$397.80	= \$ 612.00
Street Frontage	= 50 LF x \$4.59/LF	= \$ 229.50
TOTAL YEAR 1 ASSESSMENT		= <u>\$1,530.00</u>

Per Month	= \$ 128/Month
Per Day	= \$4.25/Day

The complete Year 1 – 2024-25 assessment roll of all parcels to be assessed by this PBID is included in this Report as Appendix I.

Step 8. Spread the Assessments

The resultant assessment spread calculation results for each parcel within the District are shown in this Report and the Management District Plan and were determined by applying the District assessment formula to each identified benefiting property.

Miscellaneous District Provisions

Time and Manner of Collecting Assessments:

Assessments for the Property Tax Year beginning July 1, 2024 and ending June 30, 2029, shall be collected at the same time and in the same manner as ad valorem taxes paid to the Ventura County (Operation Years 2025-2029). The District assessments shall appear as a separate line item on the property tax bills issued by the Ventura County Assessor. The City of Oxnard is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement the Management District Plan.

Bonds:

No bonds are to be issued in conjunction with this proposed renewed District.

Duration

As allowed by State PBID Law, the District will have a five (5) year operational term from January 1, 2025 to December 31, 2029. The proposed renewed District operation is expected to begin services on January 1, 2025. If the District is not renewed, services will end on December 31, 2029.

APPENDIX 1

ODMD YR 1 – 2024/2025 ASSESSMENT ROLL

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APN			SITE ADDRESS	2024-25 ASSESSMENT	% OF TOTAL
2010113110	202	S	OXNARD BL	\$3,971.91	0.694%
2010160010		N	OXNARD BL	\$703.80	0.123%
2010160020		E	FOURTH ST	\$666.56	0.116%
2010160030		E	FOURTH ST	\$1,877.31	0.328%
2010160040		E	FOURTH ST	\$500.71	0.087%
2010160050		E	FOURTH ST	\$927.18	0.162%
2010160060		E	FOURTH ST	\$468.18	0.082%
2010160070		E	FOURTH ST	\$789.48	0.138%
2010160080		E	FOURTH ST	\$729.81	0.128%
2010160090		E	FOURTH ST	\$704.57	0.123%
2010160100		E	FOURTH ST	\$795.60	0.139%
2010160110		E	FOURTH ST	\$983.18	0.172%
2010160120	400	S	OXNARD BL	\$826.20	0.144%
2010160130		E	FOURTH ST	\$1,358.64	0.237%
2010160170	344	S	OXNARD BL	\$1,604.21	0.280%
2010160180	330	S	OXNARD BL	\$1,818.48	0.318%
2010160190	332	S	OXNARD BL	\$1,040.34	0.182%
2010160200	320	S	OXNARD BL	\$2,024.80	0.354%
2010160220	300	S	OXNARD BL	\$1,170.08	0.204%
2010160250	350	S	OXNARD BL	\$1,175.81	0.205%
2010160260	350	S	OXNARD BL	\$2,270.29	0.397%
2010211010	134		ENTERPRISE ST	\$2,040.26	0.357%
2010211040			META ST	\$497.77	0.087%
2010211110		E	FIFTH ST	\$911.12	0.159%
2010211120		E	FIFTH ST	\$772.04	0.135%
2010211130		E	FIFTH ST	\$584.92	0.102%
2010211140		E	FIFTH ST	\$584.92	0.102%
2010211155	135	E	FIFTH ST	\$584.92	0.102%
2010211170	115	E	FIFTH ST	\$1,940.32	0.339%
2010211180	111-13	E	FIFTH ST	\$1,419.23	0.248%
2010211190	450	S	OXNARD BL	\$1,649.16	0.288%
2010211200	446	S	OXNARD BL	\$1,686.83	0.295%
2010211210	430	S	OXNARD BL	\$1,688.20	0.295%
2010211225		E	FIFTH ST	\$468.00	0.082%
2010211230		E	FIFTH ST	\$697.50	0.122%
2010211300	136		ENTERPRISE ST	\$597.77	0.104%
2010211360			META ST	\$1,197.55	0.209%
2010211380			ENTERPRISE ST	\$1,407.60	0.246%
2010212010	512	S	OXNARD BL	\$1,614.41	0.282%
2010212020	106	E	FIFTH ST	\$1,393.77	0.244%
2010212030	114	E	FIFTH ST	\$1,386.88	0.242%
2010212060	144	E	FIFTH ST	\$1,318.03	0.230%
2010212070	154	E	FIFTH ST	\$1,479.13	0.258%
2010212140	127	E	SIXTH ST	\$1,371.03	0.240%
2010212150	550	S	OXNARD BL	\$3,128.24	0.547%
2010212165	604	S	OXNARD BL	\$1,698.68	0.297%
2010212170	546	S	OXNARD BL	\$1,743.44	0.305%
2010212180	532	S	OXNARD BL	\$1,032.75	0.180%
2010212190	528	S	OXNARD BL	\$1,063.35	0.186%
2010212200	523		META ST	\$784.13	0.137%
2010212230	128	E	FIFTH ST	\$1,249.18	0.218%
2010212260	136	E	FIFTH ST	\$1,899.51	0.332%
2010212270	511		META ST	\$3,959.85	0.692%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2010213010	200	E	FIFTH ST	\$1,243.32	0.217%
2010213020	204	E	FIFTH ST	\$754.63	0.132%
2010213030	210	E	FIFTH ST	\$935.01	0.163%
2010213075	238	E	FIFTH ST	\$582.50	0.102%
2010213080			META ST	\$1,256.68	0.220%
2010213090	536		META ST	\$1,325.65	0.232%
2010213100	538		META ST	\$684.09	0.120%
2010213110	235	E	SIXTH ST	\$1,531.93	0.268%
2010213120	209	E	SIXTH ST	\$106.99	0.019%
2010213130		E	SIXTH ST	\$1,153.62	0.202%
2010213140	544		META ST	\$602.99	0.105%
2010213150			META ST	\$566.12	0.099%
2010213160	214-228	E	FIFTH ST	\$2,629.99	0.460%
2010214010			ENTERPRISE ST	\$844.56	0.148%
2010214020	200		ENTERPRISE ST	\$3,294.18	0.576%
2010214030	480		META ST	\$2,309.08	0.404%
2010214040	235	E	FIFTH ST	\$2,897.16	0.506%
2010271030	638		META ST	\$684.09	0.120%
2010271040	634		META ST	\$646.43	0.113%
2010271060	616		META ST	\$703.80	0.123%
2010271070	612		META ST	\$909.59	0.159%
2010271080	600		META ST	\$1,279.08	0.224%
2010271090		E	SIXTH ST	\$627.30	0.110%
2010271100	220	E	SIXTH ST	\$856.80	0.150%
2010271110	224	E	SIXTH ST	\$856.80	0.150%
2010271160	235	E	SEVENTH ST	\$883.48	0.154%
2010271170	234	E	SIXTH ST	\$1,463.63	0.256%
2010271180	650		META ST	\$2,957.18	0.517%
2010272010	155	E	SEVENTH ST	\$1,457.33	0.255%
2010272020		E	SEVENTH ST	\$642.60	0.112%
2010272030	141	E	SEVENTH ST	\$642.60	0.112%
2010272040	131	E	SEVENTH ST	\$887.40	0.155%
2010272050	125	E	SEVENTH ST	\$887.40	0.155%
2010272060	658	S	OXNARD BL	\$1,797.75	0.314%
2010272070	656	S	OXNARD BL	\$841.50	0.147%
2010272080	650	S	OXNARD BL	\$841.50	0.147%
2010272090	638	S	OXNARD BL	\$1,063.35	0.186%
2010272100	626	S	OXNARD BL	\$1,736.55	0.303%
2010272110	620	S	OXNARD BL	\$992.40	0.173%
2010272120	610-612	S	OXNARD BL	\$1,361.04	0.238%
2010272140	128	E	SIXTH ST	\$627.30	0.110%
2010272150	128	E	SIXTH ST	\$1,906.38	0.333%
2010272160	140	E	SIXTH ST	\$844.18	0.148%
2010272170	150	E	SIXTH ST	\$856.80	0.150%
2010272180	154	E	SIXTH ST	\$1,487.93	0.260%
2010272190	629		META ST	\$55.08	0.010%
2010272200			META ST	\$589.05	0.103%
2010272210			META ST	\$474.30	0.083%
2010272220	633		META ST	\$1,814.58	0.317%
2010272230	600	S	OXNARD BL	\$1,832.36	0.320%
2010360110	126	E	SEVENTH ST	\$1,751.61	0.306%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020052060	143	S	B ST	\$1,392.30	0.243%
2020052070		S	B ST	\$841.50	0.147%
2020052080		S	B ST	\$1,190.34	0.208%
2020052090		W	SECOND ST	\$691.56	0.121%
2020054010	216	W	FIRST ST	\$1,219.41	0.213%
2020054020	111	S	A ST	\$841.50	0.147%
2020054030		S	A ST	\$841.50	0.147%
2020054040		S	A ST	\$841.50	0.147%
2020054050	141	S	A ST	\$3,157.92	0.552%
2020054060	155	S	A ST	\$3,511.35	0.614%
2020054090	136	S	B ST	\$841.50	0.147%
2020054100	122	S	B ST	\$242.21	0.042%
2020054110	118	S	B ST	\$962.37	0.168%
2020054120	110	S	B ST	\$185.90	0.032%
2020054130	254	W	FIRST ST	\$1,828.35	0.319%
2020054145			B ST	\$2,371.50	0.414%
2020056030	141	S	OXNARD BLVD	\$2,149.65	0.376%
2020056040	155	S	OXNARD BLVD	\$2,181.78	0.381%
2020056060	156	S	A ST	\$963.90	0.168%
2020056080	150	S	A ST	\$895.05	0.156%
2020056090	144	S	A ST	\$841.50	0.147%
2020056100	138	S	A ST	\$963.90	0.168%
2020056110	134	S	A ST	\$791.78	0.138%
2020056120	132	S	A ST	\$1,530.00	0.267%
2020056130	122	S	A ST	\$1,075.59	0.188%
2020056140	110	S	A ST	\$1,461.15	0.255%
2020056150	136	W	FIRST ST	\$2,034.90	0.356%
2020056160	135	W	SECOND ST	\$2,379.15	0.416%
2020056170	111	S	OXNARD BLVD	\$3,534.30	0.618%
2020081010	201	S	C ST	\$1,484.10	0.259%
2020081020	211	S	C ST	\$841.50	0.147%
2020081100	260	S	D ST	\$1,257.66	0.220%
2020081160	208	S	D ST	\$841.50	0.147%
2020081170	200	S	D ST	\$1,484.10	0.259%
2020081180	231	S	C ST	\$856.80	0.150%
2020081190		S	C ST	\$856.80	0.150%
2020081200		S	C ST	\$856.80	0.150%
2020081210	251	S	C ST	\$856.80	0.150%
2020081220		S	C ST	\$856.80	0.150%
2020081230		W	THIRD ST	\$1,499.40	0.262%
2020081240		S	D ST	\$639.54	0.112%
2020081250		S	D ST	\$856.80	0.150%
2020081260		S	D ST	\$856.80	0.150%
2020081270		S	D ST	\$856.80	0.150%
2020081280		S	D ST	\$856.80	0.150%
2020081290	210	S	D ST	\$856.80	0.150%
2020083030	321	S	C ST	\$1,381.28	0.241%
2020083040	327	S	C ST	\$68.85	0.012%
2020083050	331	S	C ST	\$1,668.82	0.292%
2020083060	345	S	C ST	\$1,202.15	0.210%
2020083070	361	S	C ST	\$1,332.63	0.233%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020083210	301	S	C ST	\$2,381.97	0.416%
2020083220	418	W	THIRD ST	\$918.00	0.160%
2020085030	431	S	C ST	\$843.41	0.147%
2020085040	437	S	C ST	\$904.70	0.158%
2020085050	441	S	C ST	\$3,681.58	0.643%
2020085190	418	W	FOURTH ST	\$845.33	0.148%
2020085200	401	S	C ST	\$2,044.08	0.357%
2020091100		S	C ST	\$841.50	0.147%
2020091370	351	W	THIRD ST	\$1,927.80	0.337%
2020091380		W	SECOND ST	\$1,063.96	0.186%
2020091390	206	W	SECOND ST	\$12,485.99	2.182%
2020091400	214	W	SECOND ST	\$3,907.38	0.683%
2020092030		S	B ST	\$483.48	0.084%
2020092040		S	B ST	\$755.82	0.132%
2020092050	343	S	B ST	\$1,296.60	0.227%
2020092060	351	S	B ST	\$1,322.62	0.231%
2020092070	361	S	B ST	\$2,448.00	0.428%
2020092120	320	S	C ST	\$841.50	0.147%
2020092130	310	S	C ST	\$1,365.59	0.239%
2020092140	330	W	THIRD ST	\$2,310.30	0.404%
2020092170	300	W	THIRD ST	\$6,359.32	1.111%
2020092180	344	S	C ST	\$2,180.25	0.381%
2020092190	350	S	C ST	\$3,028.47	0.529%
2020094010	301	S	A ST	\$2,092.12	0.366%
2020094020	309	S	A ST	\$1,226.45	0.214%
2020094035	325	S	A ST	\$2,649.96	0.463%
2020094040	327-337	S	A ST	\$2,099.16	0.367%
2020094050	339	S	A ST	\$1,276.02	0.223%
2020094060	345	S	A ST	\$1,523.88	0.266%
2020094080	361	S	A ST	\$2,073.12	0.362%
2020094140	324	S	B ST	\$1,373.94	0.240%
2020094155		S	B ST	\$416.16	0.073%
2020094160		S	B ST	\$416.16	0.073%
2020094170		S	B ST	\$823.14	0.144%
2020094185		W	THIRD ST	\$789.48	0.138%
2020094195		S	B ST	\$1,536.12	0.268%
2020094205		S	B ST	\$434.52	0.076%
2020094215	365	S	B ST	\$1,891.08	0.330%
2020094225		S	B ST	\$434.52	0.076%
2020094235		S	B ST	\$1,248.48	0.218%
2020094240	355	S	A ST	\$1,702.31	0.297%
2020095075	254	S	A ST	\$841.50	0.147%
2020095085	242	S	A ST	\$841.50	0.147%
2020095090	228	S	A ST	\$1,474.92	0.258%
2020095100	220	S	A ST	\$1,357.88	0.237%
2020095110	210	S	A ST	\$841.50	0.147%
2020095120	200	S	A ST	\$4,435.29	0.775%
2020095140	221	S	OXNARD	\$2,785.37	0.487%
2020095150	229	S	OXNARD	\$1,686.83	0.295%
2020095160	235	S	OXNARD	\$1,686.83	0.295%
2020096035	357	S	OXNARD BL	\$1,568.25	0.274%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020096040	350	S	A ST	\$0.00	0.000%
2020096050	336	S	A ST	\$1,754.91	0.307%
2020096060	326	S	A ST	\$1,402.70	0.245%
2020096070	318	S	A ST	\$1,530.00	0.267%
2020096080	300	S	A ST	\$3,265.97	0.571%
2020096095		S	OXNARD BL	\$1,058.76	0.185%
2020096105	321	S	OXNARD BL	\$2,677.42	0.468%
2020096110	349	S	OXNARD BL	\$1,363.08	0.238%
2020096125		S	OXNARD BL	\$786.11	0.137%
2020101130	422	S	C ST	\$1,698.30	0.297%
2020101190	329	W	FIFTH ST	\$711.60	0.124%
2020101205		S	C ST	\$553.86	0.097%
2020101215		S	C ST	\$1,940.04	0.339%
2020101225		W	FOURTH ST	\$410.81	0.072%
2020101235		W	FOURTH ST	\$583.70	0.102%
2020101255	425	S	B ST	\$499.55	0.087%
2020101270		W	FIFTH ST	\$412.34	0.072%
2020101290		W	FIFTH ST	\$451.35	0.079%
2020101310		W	FIFTH ST	\$412.34	0.072%
2020101330		W	FIFTH ST	\$412.34	0.072%
2020101355		W	FIFTH ST	\$412.34	0.072%
2020101360	424	S	C ST	\$407.35	0.071%
2020101370		W	FIFTH ST	\$421.52	0.074%
2020101405		S	B ST	\$457.62	0.080%
2020101415	425	S	B ST	\$4,009.58	0.701%
2020101420	314	W	FOURTH ST	\$1,366.11	0.239%
2020101435		W	FOURTH ST	\$423.81	0.074%
2020101445	405	S	B ST	\$2,312.38	0.404%
2020102010	500	S	C ST	\$5,214.94	0.911%
2020103025		W	FIFTH ST	\$795.60	0.139%
2020103090		W	SIXTH ST	\$795.60	0.139%
2020103100	560	S	C ST	\$2,269.14	0.397%
2020103115	544	S	C ST	\$501.08	0.088%
2020103120	338	W	FIFTH ST	\$2,043.27	0.357%
2020103130	319	W	SIXTH ST	\$872.10	0.152%
2020103145		W	SIXTH ST	\$780.30	0.136%
2020103175		W	FIFTH ST	\$405.83	0.071%
2020103185		W	FIFTH ST	\$589.92	0.103%
2020103195	301	E	SIXTH ST	\$2,296.96	0.401%
2020103205		W	SIXTH ST	\$668.30	0.117%
2020103210	318	W	FIFTH ST	\$1,205.64	0.211%
2020103225		W	FIFTH ST	\$423.81	0.074%
2020103235		S	B ST	\$518.67	0.091%
2020103245	300	W	FIFTH ST	\$2,534.45	0.443%
2020104015	401	S	A ST	\$3,886.20	0.679%
2020104165	400	S	B ST	\$2,829.63	0.494%
2020104395	445	S	A ST	\$9,008.56	1.574%
2020104405	445	S	A ST	\$1,202.18	0.210%
2020104415	445	S	A ST	\$2,469.70	0.432%
2020104425	445	S	A ST	\$2,120.06	0.370%
2020104435	445	S	A ST	\$3,524.29	0.616%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020105100	545	S	A ST	\$7,328.70	1.281%
2020105120	538	S	B ST	\$619.65	0.108%
2020105170		W	SIXTH ST	\$507.96	0.089%
2020105180		S	B ST	\$2,261.58	0.395%
2020105195		S	B ST	\$406.98	0.071%
2020105205		S	B ST	\$610.47	0.107%
2020105210		S	B ST	\$406.98	0.071%
2020105220		S	B ST	\$610.47	0.107%
2020105235		S	B ST	\$425.34	0.074%
2020105245		S	B ST	\$1,035.81	0.181%
2020105260		W	FIFTH ST	\$489.60	0.086%
2020105275	270	W	FIFTH ST	\$1,836.00	0.321%
2020105295	200	W	FIFTH ST	\$2,851.16	0.498%
2020105305		S	A ST	\$662.49	0.116%
2020105325	529	S	A ST	\$2,705.65	0.473%
2020105335	505	S	A ST	\$2,378.20	0.416%
2020106015	403	S	OXNARD BL	\$1,311.21	0.229%
2020106035		S	OXNARD BL	\$604.35	0.106%
2020106065		W	FIFTH ST	\$833.85	0.146%
2020106120	424	S	A ST	\$1,063.73	0.186%
2020106130	420	S	A ST	\$1,758.58	0.307%
2020106140	400-410	S	A ST	\$3,847.61	0.672%
2020106245		S	OXNARD BL	\$664.02	0.116%
2020106250	425	N	OXNARD BL	\$901.17	0.157%
2020106265		W	FOURTH ST	\$483.17	0.084%
2020106275		W	FOURTH ST	\$716.13	0.125%
2020106285		W	FOURTH ST	\$434.52	0.076%
2020106295	421	S	OXNARD BL	\$691.56	0.121%
2020106310		W	FIFTH ST	\$454.56	0.079%
2020106320		W	FIFTH ST	\$569.71	0.100%
2020106355	105	W	FIFTH ST	\$2,082.33	0.364%
2020106370	428	S	A ST	\$1,067.18	0.186%
2020106380	434	S	A ST	\$1,067.30	0.187%
2020106390	438	S	A ST	\$1,050.12	0.184%
2020106400	143	W	FIFTH ST	\$2,211.28	0.386%
2020106410	141	W	FIFTH ST	\$2,620.19	0.458%
2020107050		W	FIFTH ST	\$601.14	0.105%
2020107060		W	FIFTH ST	\$615.83	0.108%
2020107070		W	FIFTH ST	\$615.83	0.108%
2020107080	104	W	FIFTH ST	\$2,409.37	0.421%
2020107100	531	S	OXNARD BL	\$1,019.75	0.178%
2020107110	545	S	OXNARD BL	\$2,205.11	0.385%
2020107120	559	S	OXNARD BL	\$604.35	0.106%
2020107135	563	S	OXNARD BL	\$1,361.70	0.238%
2020107160	534	S	A ST	\$1,303.56	0.228%
2020107170	528	S	A ST	\$1,545.15	0.270%
2020107195		W	FIFTH ST	\$572.22	0.100%
2020107205		W	FIFTH ST	\$440.64	0.077%
2020107215		S	OXNARD BL	\$439.11	0.077%
2020107225		S	OXNARD BL	\$558.91	0.098%
2020107235	150	W	FIFTH ST	\$3,147.21	0.550%

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2020107240	560	S	A ST	\$3,222.18	0.563%
2020107250	544-550	S	A ST	\$1,640.77	0.287%
2020131030	519	S	C ST	\$895.05	0.156%
2020131040	521-523	S	C ST	\$1,747.57	0.305%
2020131050	535	S	C ST	\$1,855.13	0.324%
2020131060	543-545	S	C ST	\$1,704.21	0.298%
2020131070	555	S	C ST	\$1,609.56	0.281%
2020131170	509-511	S	C ST	\$1,232.42	0.215%
2020131190		S	C ST	\$405.30	0.071%
2020131220		W	FIFTH ST	\$642.60	0.112%
2020131230	515	S	C ST	\$1,386.18	0.242%
2020133010	416	W	SIXTH ST	\$1,484.10	0.259%
2020133020	613	S	C ST	\$1,013.63	0.177%
2020133030	619	S	C ST	\$841.50	0.147%
2020133040	625	S	C ST	\$841.50	0.147%
2020133050	637	S	C ST	\$94.12	0.016%
2020133060	643	S	C ST	\$841.50	0.147%
2020133210	699	S	C ST	\$3,519.89	0.615%
2020135025	711	S	C ST	\$3,913.59	0.684%
2020135035	761	S	C ST	\$6,364.80	1.112%
2020141050	333	W	SEVENTH ST	\$1,927.80	0.337%
2020141060	644	S	C ST	\$1,032.75	0.180%
2020141070	642	S	C ST	\$619.65	0.108%
2020141080	634-636	S	C ST	\$1,199.52	0.210%
2020141090	630	S	C ST	\$1,199.52	0.210%
2020141100	618	S	C ST	\$43.17	0.008%
2020141110	340	W	SIXTH ST	\$1,927.80	0.337%
2020141155	687	S	B ST	\$88.61	0.015%
2020141165	685	S	B ST	\$83.03	0.015%
2020141175	683	S	B ST	\$83.03	0.015%
2020141185	681	S	B ST	\$88.61	0.015%
2020141195	673	S	B ST	\$83.93	0.015%
2020141205	671	S	B ST	\$82.90	0.014%
2020141215	669	S	B ST	\$82.90	0.014%
2020141225	667	S	B ST	\$82.90	0.014%
2020141235	665	S	B ST	\$82.90	0.014%
2020141245	663	S	B ST	\$82.90	0.014%
2020141255	661	S	B ST	\$83.93	0.015%
2020141265	655	S	B ST	\$83.93	0.015%
2020141275	653	S	B ST	\$82.90	0.014%
2020141285	651	S	B ST	\$83.93	0.015%
2020141295	645	S	B ST	\$83.93	0.015%
2020141305	643	S	B ST	\$82.90	0.014%
2020141315	641	S	B ST	\$83.93	0.015%
2020141325	633	S	B ST	\$83.93	0.015%
2020141335	631	S	B ST	\$82.90	0.014%
2020141345	629	S	B ST	\$82.90	0.014%
2020141355	627	S	B ST	\$82.90	0.014%
2020141365	625	S	B ST	\$82.90	0.014%
2020141375	623	S	B ST	\$82.90	0.014%
2020141385	621	S	B ST	\$83.93	0.015%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

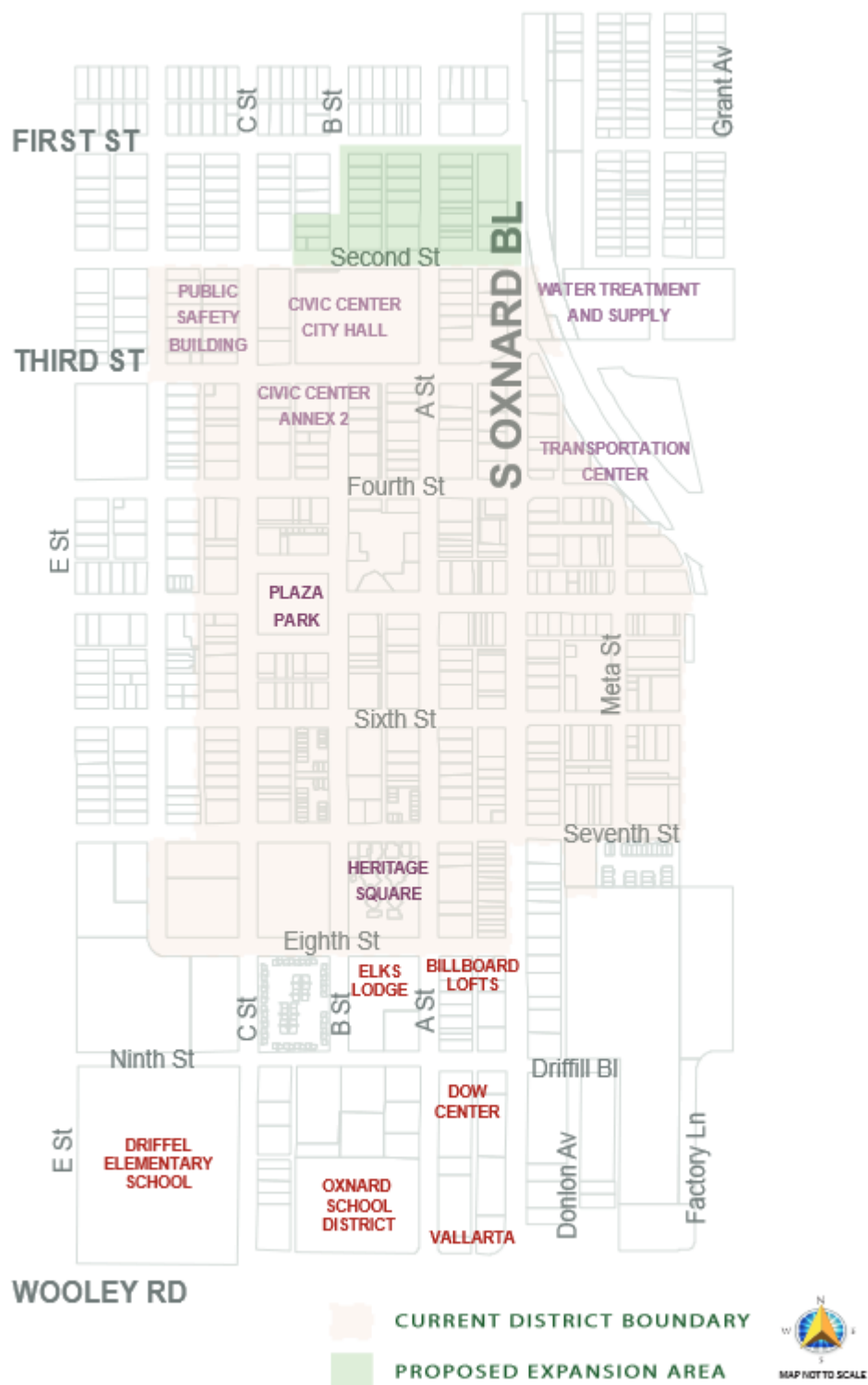
2020141395	611	S	B ST	\$88.61	0.015%
2020141405	613	S	B ST	\$83.03	0.015%
2020141415	615	S	B ST	\$83.03	0.015%
2020141425	617	S	B ST	\$88.61	0.015%
2020142160	785	S	B ST	\$10,611.61	1.854%
2020143015	601	S	A ST	\$3,376.40	0.590%
2020143025	623	S	A ST	\$1,524.08	0.266%
2020143030	629	S	A ST	\$1,015.00	0.177%
2020143040	635	S	A ST	\$877.84	0.153%
2020143050	637	S	A ST	\$619.65	0.108%
2020143140	246	W	SIXTH ST	\$3,938.83	0.688%
2020143230	640	S	B ST	\$1,904.85	0.333%
2020143240	237	W	SEVENTH ST	\$1,689.18	0.295%
2020143250	235	W	SEVENTH ST	\$1,260.40	0.220%
2020144170	230	W	SEVENTH ST	\$951.05	0.166%
2020144180	220	W	SEVENTH ST	\$1,110.52	0.194%
2020144190	210	W	SEVENTH ST	\$1,170.21	0.204%
2020144200	200	W	SEVENTH ST	\$1,023.37	0.179%
2020144210	710	S	B ST	\$1,079.71	0.189%
2020144220	720	S	B ST	\$560.50	0.098%
2020144230	730	S	B ST	\$1,781.51	0.311%
2020144240	715	S	A ST	\$560.16	0.098%
2020144250	721	S	A ST	\$1,294.47	0.226%
2020144260	711	S	A ST	\$947.72	0.166%
2020144270	740	S	B ST	\$1,049.76	0.183%
2020144280	731	S	A ST	\$952.98	0.167%
2020144290	750	S	B ST	\$853.07	0.149%
2020144300	741	S	A ST	\$981.33	0.171%
2020145010	112	W	SIXTH ST	\$3,468.51	0.606%
2020145030	637	S	OXNARD BL	\$1,221.29	0.213%
2020145050	653	S	OXNARD BL	\$1,795.82	0.314%
2020145060	663	S	OXNARD BL	\$1,179.71	0.206%
2020145100	630	S	A ST	\$841.50	0.147%
2020145110	622	S	A ST	\$1,667.70	0.291%
2020145120	618	S	A ST	\$841.50	0.147%
2020145130	608	S	A ST	\$1,557.54	0.272%
2020145140	120	W	SIXTH ST	\$1,484.10	0.259%
2020145190		S	A ST	\$841.50	0.147%
2020145200	631	S	OXNARD BL	\$810.90	0.142%
2020145210	629	S	OXNARD BL	\$708.54	0.124%
2020145220	658	S	A ST	\$4,770.07	0.834%
2020145230	643	S	OXNARD BL	\$1,198.11	0.209%
2020145240	645	S	OXNARD BL	\$1,327.28	0.232%
2020146010	110	W	SEVENTH ST	\$1,935.45	0.338%
2020146020	705	S	OXNARD BL	\$1,120.73	0.196%
2020146030	711	S	OXNARD BL	\$1,051.88	0.184%
2020146040	715	S	OXNARD BL	\$742.05	0.130%
2020146050	719	S	OXNARD BL	\$948.60	0.166%
2020146070	733	S	OXNARD BL	\$1,335.95	0.233%
2020146080	737	S	OXNARD BL	\$776.48	0.136%
2020146090	745	S	OXNARD BL	\$604.35	0.106%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020146100	755	S	OXNARD BL	\$1,017.45	0.178%
2020146110	749	S	OXNARD BL	\$604.35	0.106%
2020146120		S	OXNARD BL	\$604.35	0.106%
2020146130	761	S	OXNARD BL	\$879.75	0.154%
2020146140	752	S	A ST	\$2,747.34	0.480%
2020146150	744	S	A ST	\$1,428.94	0.250%
2020146180	700	S	A ST	\$2,280.28	0.398%
2020146190		S	OXNARD BL	\$604.35	0.106%
2020146200		S	OXNARD BL	\$604.35	0.106%
2020146210	723	S	OXNARD BL	\$604.35	0.106%
2020146220	708	S	A ST	\$4,889.15	0.854%
2020380015	651	S	A ST	\$118.49	0.021%
2020380025	653	S	A ST	\$96.05	0.017%
2020380035	655	S	A ST	\$120.69	0.021%
2020380045	657	S	A ST	\$120.69	0.021%
2020380055	659	S	A ST	\$96.05	0.017%
2020380065	661	S	A ST	\$118.49	0.021%
2020380075	211	W	SEVENTH ST	\$120.69	0.021%
2020380085	213	W	SEVENTH ST	\$96.05	0.017%
2020380095	215	W	SEVENTH ST	\$118.49	0.021%
2020380105	645	S	A ST	\$120.69	0.021%
2020380115	643	S	A ST	\$95.36	0.017%
2020380125	641	S	A ST	\$118.49	0.021%
				\$572,260.99	100.000%

APPENDIX 2

ODMD BOUNDARY MAP



OXNARD DOWNTOWN MANAGEMENT DISTRICT
2024-25 Assessment

District - Zone	17-35	
Subfund Number	18031161	
Subfund Name	OXNARD DWNTWN MGMT DIST	
File Type	Direct Assessment	
APN	Amount	TransCode(A/C/D)
2010113110	4170.52	C
2010160170	1684.43	C
2010160180	1909.40	C
2010160190	1092.36	C
2010160200	2126.04	C
2010160250	1234.61	C
2010160260	2383.82	C
2010211010	2142.27	C
2010211170	2037.34	C
2010211180	1490.20	C
2010211190	1731.62	C
2010211200	1771.18	C
2010211210	1772.61	C
2010212010	1695.14	C
2010212020	1463.47	C
2010212030	1456.22	C
2010212060	1383.94	C
2010212070	1553.10	C
2010212140	1439.59	C
2010212150	3284.65	C
2010212165	1783.61	C
2010212170	1830.61	C
2010212180	1084.40	C
2010212200	823.35	C
2010212230	1311.64	C
2010212260	1994.50	C
2010212270	4157.85	C
2010213010	1305.49	C
2010213020	792.37	C
2010213030	981.77	C
2010213075	611.63	C
2010213080	1319.51	C
2010213090	1391.94	C
2010213100	718.31	C
2010213110	4057.42	C
2010213120	112.33	C
2010213150	594.43	C
2010213160	2761.48	C
2010214020	3458.89	C
2010214030	2424.53	C
2010214040	3042.02	C
2010271030	718.28	C
2010271040	678.76	C
2010271060	738.99	C
2010271070	955.08	C
2010271080	1343.03	C

OXNARD DOWNTOWN MANAGEMENT DISTRICT
2024-25 Assessment

APN	Amount	TransCode(A/C/D)
2010271090	658.67	C
2010271100	899.64	C
2010271110	899.64	C
2010271160	927.65	C
2010271170	1536.82	C
2010271180	3105.04	C
2010272010	1530.21	C
2010272040	931.77	C
2010272060	1887.65	C
2010272100	1823.39	C
2010272110	1042.02	C
2010272120	1429.09	C
2010272140	658.67	C
2010272150	2001.70	C
2010272160	886.39	C
2010272180	1562.34	C
2010272190	57.83	C
2010272210	498.02	C
2010272220	1905.31	C
2010272230	1923.98	C
2020052060	1461.92	A
2020054010	1280.39	A
2020054020	883.58	A
2020054030	883.58	A
2020054040	883.58	A
2020054050	3315.82	A
2020054060	3686.93	A
2020054090	883.58	A
2020054100	254.33	A
2020054110	1010.50	A
2020054120	195.20	A
2020054130	1919.78	A
2020054145	2490.08	A
2020056030	2257.14	A
2020056040	2290.87	A
2020056060	1012.10	A
2020056080	939.81	A
2020056090	883.58	A
2020056100	1012.10	A
2020056110	831.37	A
2020056120	1606.50	A
2020056130	1129.38	A
2020056140	1534.22	A
2020056150	2136.65	A
2020056160	2498.12	A
2020056170	3711.02	A
2020083030	1450.34	C
2020083040	72.30	C
2020083050	1752.26	C
2020083060	1262.27	C

OXNARD DOWNTOWN MANAGEMENT DISTRICT
2024-25 Assessment

APN	Amount	TransCode(A/C/D)
2020083070	1399.27	C
2020083210	2501.08	C
2020083220	963.90	C
2020085030	885.59	C
2020085040	949.94	C
2020085050	3865.66	C
2020092050	1361.43	C
2020092060	1388.75	C
2020092070	2570.40	C
2020092130	1433.88	C
2020092140	2425.82	C
2020092190	3179.90	C
2020094010	2196.73	C
2020094020	1287.78	C
2020094035	2782.46	C
2020094040	2204.12	C
2020094050	1339.82	C
2020094060	1600.07	C
2020094080	2176.78	C
2020094240	1787.44	C
2020095090	1548.67	C
2020095100	1425.77	C
2020095110	883.58	C
2020095120	4657.07	C
2020095140	2924.65	C
2020095150	1771.18	C
2020095160	1771.18	C
2020096050	1842.67	C
2020096060	1472.84	C
2020096070	1606.50	C
2020096080	3429.28	C
2020096105	2811.29	C
2020096110	1431.23	C
2020101190	747.18	C
2020101420	1434.43	C
2020101445	2428.00	C
2020103090	835.38	C
2020103100	2382.60	C
2020103120	2145.44	C
2020103195	2411.81	C
2020103245	2661.18	C
2020104015	4080.51	C
2020104165	2971.12	C
2020104395	9458.99	C
2020104415	2593.19	C
2020104425	2226.06	C
2020104435	3700.52	C
2020105275	1927.80	C
2020105295	2993.72	C
2020105325	2840.94	C

OXNARD DOWNTOWN MANAGEMENT DISTRICT
2024-25 Assessment

APN	Amount	TransCode(A/C/D)
2020105335	2497.11	C
2020106120	1116.93	C
2020106130	1846.51	C
2020106140	4040.00	C
2020106355	2186.46	C
2020106370	1120.54	C
2020106380	1120.67	C
2020106390	1102.63	C
2020106400	2321.84	C
2020106410	2751.21	C
2020107080	2529.85	C
2020107110	2315.38	C
2020107160	1368.74	C
2020107170	1622.42	C
2020107235	3304.58	C
2020107240	3383.29	C
2020107250	1722.82	C
2020131030	939.81	C
2020131040	1834.96	C
2020131050	1947.90	C
2020131060	1789.43	C
2020131070	1690.04	C
2020131230	1455.49	C
2020133010	1558.31	C
2020133020	1064.32	C
2020133030	883.58	C
2020133040	883.58	C
2020133050	98.83	C
2020133060	883.58	C
2020133210	3695.90	C
2020135025	4109.28	C
2020135035	6683.04	C
2020141050	2024.19	C
2020141060	1084.40	C
2020141070	650.64	C
2020141080	1259.50	C
2020141090	1259.50	C
2020141100	45.34	C
2020141110	2024.19	C
2020141155	93.05	C
2020141165	87.19	C
2020141175	87.19	C
2020141185	93.05	C
2020141195	88.14	C
2020141205	87.05	C
2020141215	87.05	C
2020141225	87.05	C
2020141235	87.05	C
2020141245	87.05	C
2020141255	88.14	C

OXNARD DOWNTOWN MANAGEMENT DISTRICT
2024-25 Assessment

APN	Amount	TransCode(A/C/D)
2020141265	88.14	C
2020141275	87.05	C
2020141285	88.14	C
2020141295	88.14	C
2020141305	87.05	C
2020141315	88.14	C
2020141325	88.14	C
2020141335	87.05	C
2020141345	87.05	C
2020141355	87.05	C
2020141365	87.05	C
2020141375	87.05	C
2020141385	88.14	C
2020141395	93.05	C
2020141405	87.19	C
2020141415	87.19	C
2020141425	93.05	C
2020142160	11142.20	C
2020143015	3545.22	C
2020143025	1600.28	C
2020143030	1065.75	C
2020143040	921.73	C
2020143050	650.64	C
2020143140	4135.78	C
2020143230	2000.10	C
2020143240	1773.64	C
2020143250	1323.42	C
2020144170	998.61	C
2020144180	1166.05	C
2020144190	1228.73	C
2020144200	1074.55	C
2020144210	1133.71	C
2020144230	1870.60	C
2020144250	1359.20	C
2020144260	995.11	C
2020144270	1102.25	C
2020144290	895.73	C
2020144300	1030.41	C
2020145010	3641.95	C
2020145030	1282.37	C
2020145050	1885.61	C
2020145060	1238.71	C
2020145100	883.58	C
2020145110	1751.09	C
2020145120	883.58	C
2020145130	1635.42	C
2020145140	1558.31	C
2020145220	5008.58	C
2020145230	1258.03	C
2020145240	1393.64	C

OXNARD DOWNTOWN MANAGEMENT DISTRICT
2024-25 Assessment

APN	Amount	TransCode(A/C/D)
2020146010	2032.23	C
2020146020	1176.78	C
2020146030	1104.47	C
2020146040	779.16	C
2020146050	996.03	C
2020146070	1402.76	C
2020146080	815.30	C
2020146090	634.58	C
2020146100	1068.33	C
2020146110	634.58	C
2020146120	634.58	C
2020146130	923.75	C
2020146140	2884.71	C
2020146150	1500.39	C
2020146180	2394.29	C
2020146190	634.58	C
2020146200	634.58	C
2020146210	634.58	C
2020146220	5133.62	C
2020380015	124.43	C
2020380025	100.86	C
2020380035	126.74	C
2020380045	126.74	C
2020380055	100.86	C
2020380065	124.43	C
2020380075	126.74	C
2020380085	100.86	C
2020380095	124.43	C
2020380105	126.74	C
2020380115	100.13	C
2020380125	124.43	C

FY 2025-26 Assessment and Collection of Fees within the Oxnard Downtown Management District

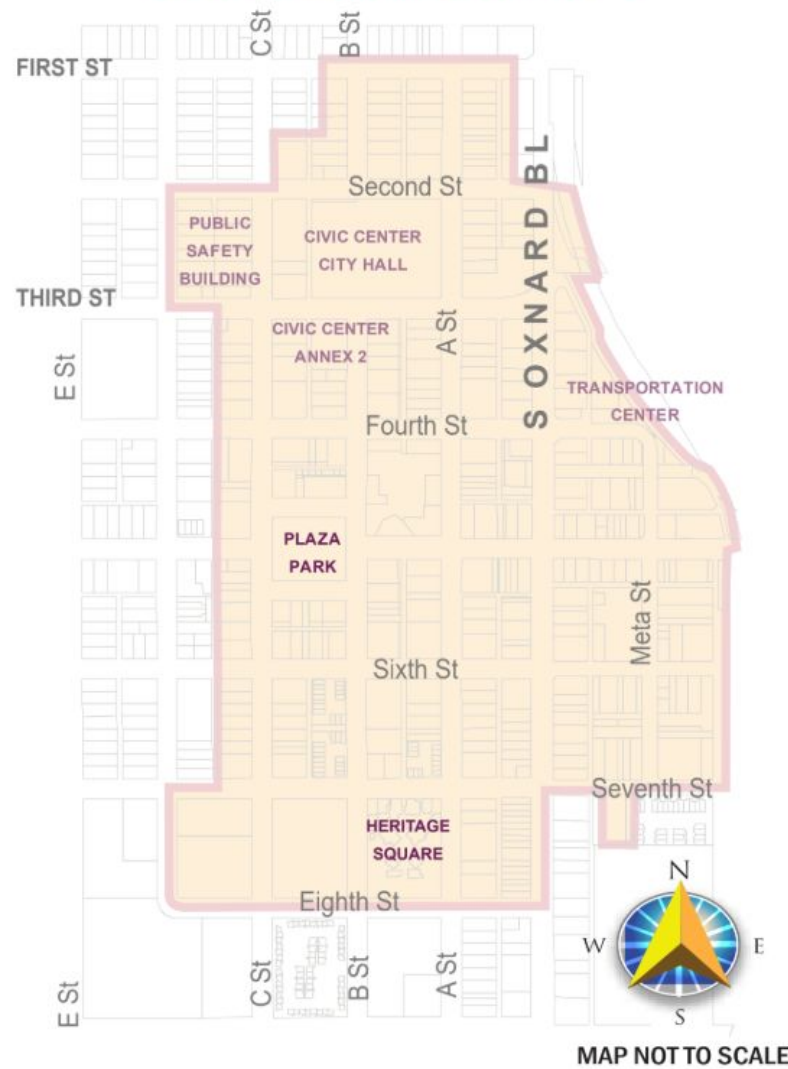
Brenda Lopez, Interim Housing Director
Housing Department

City Council
June 26, 2025

1. California Streets and Highway Code authorizes cities to establish property and business improvement districts and assess and collect fees on real property for purpose of making improvements and promoting activities that benefit real property within the district.
2. The Oxnard Downtown Management District (the “District”) was established in 2001 and has continually been re-renewed with the most recent renewal taking place on July 2, 2024 for a 5-year period.
3. The renewal expanded the District boundaries to 32 blocks, encompassing 432 parcels.

1. The PBID is a unique benefit assessment district that enables the District property/business owners and residents, working as a unit, to continue to fund needed property and business related services, programs and improvement projects above what can and is provided by the City of Oxnard such as enhanced maintenance and security, business development, beautification and related management
2. A Management District Plan was adopted with budget allocations.
3. The District is managed by the Downtown Oxnard Improvement Association (DOIA)
4. DOIA must submit Annual Assessment materials for Council approval.

OXNARD DOWNTOWN *Management District*



FY 2025/26 Assessment Revenue

\$431,774.20 – Private Owners

\$171,550.56 – Public Agencies

\$603,324.76 Total Revenue



1. Formula is set forth in Management District Plan approved by City Council
2. 5% increase from the previous year

The District Plan identifies the following core programs:

1. District Identity and Placemaking: Marketing of events and businesses, arts, and holiday displays.
2. Civil Sidewalks: Street cleaning and public safety program.
3. Administration: Manages Districts day-to-day operations.



1. The district assessments are collected by the County of Ventura with the property tax billing.
2. The County returns the assessment funds to the City, who then remits them to the DOIA.
3. The City will be responsible for properties owned by the City, Housing Authority, and Parking Authority.
4. The City's 2025-26 PBID Assessment is approximately \$163,855.42 which is included in the proposed FY 2025-26 budget.

That the City Council adopt a resolution authorizing the assessment and collection of fees within the Oxnard Downtown Management District for Fiscal Year 2025-26.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.5

DATE: June 26, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Planning Commission Stipend. (20 minutes)

RECOMMENDATION

That the City Council:

1. 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 CHAPTER 2 ARTICLE II DIVISION 7 SECTIONS 2-96 AND 2-97 OF THE OXNARD CITY CODE ESTABLISHING A STIPEND FOR SERVICE ON THE OXNARD PLANNING COMMISSION"; and
2. Adopt a resolution establishing \$150 per meeting compensation for the members of the Planning Commission of the City of Oxnard; and
3. Approve a Fiscal Year 2025-26 budget appropriation from the General Fund (101) available fund balance in the amount of \$26,250.

(Finance and Governance Committee approved 2-1 on March 11, 2025).

Please click on the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/jlWIqSrlLR0>

BACKGROUND

The Oxnard Planning Commission (Commission) consists of seven members who serve at the pleasure of the City Council and may be removed and replaced at Council's discretion. The qualifications for Planning Commissioners are that they must reside in the city and be at least 18 years of age. Commissioners are nominated by Council members to four-year terms, unless a vacancy occurs during the term of a commissioner. A member of the commission may serve up to two consecutive terms.

Pursuant to the Oxnard City Code (OCC), the members of the Commission do not receive compensation for their time preparing for or attending Commission meetings, which is consistent with the other City of Oxnard Citizen Advisory Groups (CAGs). As with other CAGs within the City, the OCC outlines that the City Council shall provide the funds and equipment necessary for the work of the Commission. Any changes to the compensation of the Commission would be at the discretion of the City Council.

At the request of the Commission, on August 15, 2024, City staff placed on the Commission Agenda a study session/report discussing the proposal of stipends for members of the Commission. At the meeting, Ronald Arruejo, Chair of the Commission (Chair), prepared and submitted a memo highlighting the role of the Commission, a rate comparison looking at Oxnard compared to other cities and the benefits of providing a stipend to the Commission (Attachment 1). The Chair prepared a resolution in support of providing a stipend to the Commission for approval by the full Commission.

After a presentation by the Chair, the Commission discussed the proposal, noting generally that they were appreciative of the discussion and that while there was no compensation, it was an honor to serve on the Commission. Following the deliberation, the Commission voted 5-0, with one absence and one abstention, to approve the resolution as prepared by the Chair. As noted above, the approval of compensation for the Commission is at the discretion of the City Council. The approved Planning Commission resolution only had the effect of allowing the Chair and up to two other Commission Members to present the resolution to the City Council during the City Council public comment period.

The Chair then presented the resolution to the City Council and, while the resolution could not be discussed in detail at the meeting, the Council directed staff to bring the item to committee for further discussion. The topic was brought to the Finance and Governance Committee (Committee) meeting on March 11, 2025. Please see the “Committee Outcome” section of this report for additional details. Based on a 2-1 vote at the Committee, the draft ordinance and resolution would provide a per-meeting stipend of \$150 to each Commissioner.

ANALYSIS

Summary

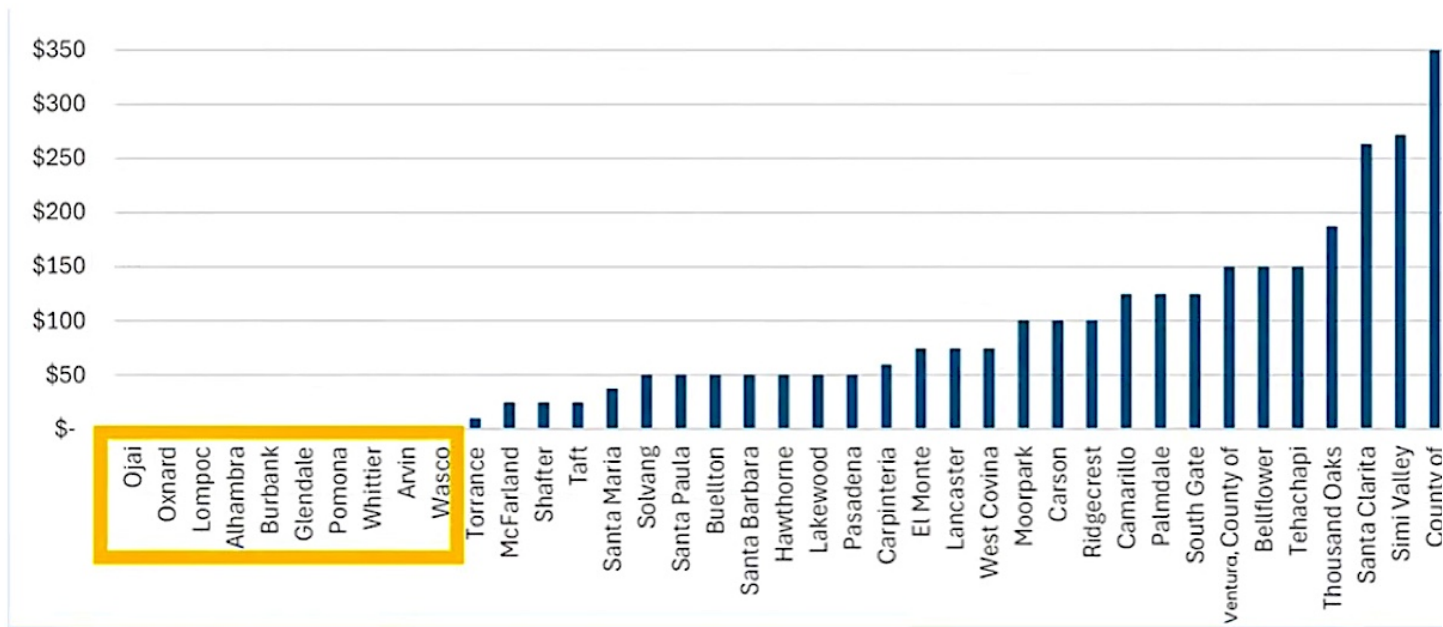
The Commission is one of seven CAGs established by the OCC within the City, however, their roles and responsibilities are defined in State Law. While there is a potential for up to 24 meetings each year, one or two meetings are often removed from the calendar due to conflicts with holidays. Meetings are held on an as-needed basis, with an average of 15 meetings per year, with each meeting averaging approximately one hour and 30 minutes. The Chair conducted a survey of other neighboring agencies in Kern, Los Angeles, Santa Barbara, and Ventura Counties, which was verified by City Staff. As shown in the table (Attachment 4), the majority of agencies surveyed (29 of 38 (not including Oxnard)) provided some sort of stipend. The agencies that provide a stipend generally provide a stipend on a per-meeting basis and the majority of those require attendance to receive the stipend. The per-meeting stipend ranged from \$10 to \$350. As an alternative, a few agencies provide a flat monthly stipend which ranged from \$50 to \$543.

In the Memo the Commission Chair provided to the Planning Commission, and during the Committee meeting, the Chair stated that Oxnard was one of only two cities in the County that did not provide a stipend. However, staff would like to clarify that applies only for those cities in the County the Chair received responses from. In his Memo to the Commission there is the following footnote:

“The City of Port Hueneme does not have a separately appointed planning commission, it is unknown if and how much the compensation for the City of San Buenaventura is, and the Cities of Ojai and Fillmore have not yet responded to inquiries regarding compensation for members of their Planning Commission.”

At the Committee meeting, the Commission Chair provided a slide that indicated Ojai does not pay their Commission. In addition, Ventura is not listed in the presentation, but the list of agencies subsequently verified by City Staff, provided in Attachment 4, shows that the commissioners are not paid in Ventura. The Chair also presented a slide to indicate that a \$150 per meeting stipend the Planning Commission recommended to the Council was below the per capita amount, but there was no actual discussion or additional data provided on the rationale to use a per capita data point. The slide presented by the Chair, pasted below, notes that currently seven (7) of the thirty-eight (38) cities surveyed pay \$150 or more per meeting.

“PCs in Ventura, Kern, Santa Barbara, & Los Angeles Counties: Stipend Amounts per Meeting”



The slide noted that the per-meeting amounts were calculated at 50% of the per-month rate for the cities that paid a monthly stipend, such as Simi Valley and Thousand Oaks. See the “Committee Outcome” section for additional details.

Role of the Commission

The Commission’s role is to make sound land use decisions supporting the mission statement. The mission of Oxnard’s Planning Division is to create, preserve and enhance the quality of the City’s natural and built environments through implementation of the General Plan, Zoning Ordinance, Adopted Specific Plans, Local Coastal Plan, and the Coastal Zoning Ordinance. More specifically, pursuant to Section 2-95 of the OCC, the Commission has three core functions:

1. The functions and duties assigned to the commission by the code and other ordinances and resolutions of the city council;
2. The functions set out in Cal. Gov’t Code, Sections 65103, 65400, 65401 and 65402; and
3. The duties imposed on a commission by Cal. Health and Safety Code, Section 33000.

Under State Law, the primary applicable code section is Government Code Section 65103, which outlines that each planning agency (Commission) shall perform all the following functions:

- a. Prepare, periodically review, and revise, as necessary, the general plan.
- b. Implement the general plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances.
- c. Annually review the capital improvement program of the city or county and the local public works projects of other local agencies for their consistency with the general plan, pursuant to Article 7 (commencing with Section 65400).
- d. Endeavor to promote public interest in, comment on, and understanding of the general plan and regulations relating to it.
- e. Consult and advise with public officials and agencies, public utility companies, civic, educational, professional, and other organizations, and citizens generally concerning the implementation of the general plan.
- f. Promote the coordination of local plans and programs with the plans and programs of other public agencies.
- g. Perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by this title.

In the City, the Commission is the decision maker on Special Use Permits, Variances, Administrative Relief from Parking Provisions, Parcel Map Waivers, and Coastal Development Permits. The Commission is the appeals body for Development Design Review Permits, Downtown Design Review Permits, Minor Modifications, Temporary Use Permits, Coastal Exemptions, Emergency Permits, Categorical Exclusions, Development Review Permits, Administrative Modifications, and Final Restoration Plans. Lastly, the Commission is responsible for making recommendations to the City Council on Zoning Code/Subdivision Ordinance Text Amendments, Zone Changes, Tentative Subdivision Maps, Development Agreements, Specific Plans, General Plan Amendments, and Annexations.

In addition to the items above, pursuant to Government Code Section 65402, a Finding of General Plan Conformity must be made by the Commission for any acquisition, disposition, vacation, or abandonment of any real City property by the City. Specifically, the Commission is to determine whether the location, purpose, and extent of such proposed real property transaction conforms with the 2030 General Plan. This section also applies to acquisitions and depositions by the County or other local agencies within City jurisdiction.

Time Commitment

The Commission currently holds their meetings on the first and third Thursday of each month at 6:00 p.m. in the Council Chambers, however, while rare, special meetings can be convened as needed. While there is a potential for up to 24 meetings each year, one or two meetings are often removed from the calendar due to conflicts with holidays. Meetings are held on an as-needed basis, so meetings are canceled when there are no items that are ready for the Commission's review or if the Commission fails to achieve a quorum (4 members). Based on data from 2023 and 2024:

- There were a total of 16 meetings held in 2023 and 14 meetings held in 2024.
- Over that time period, there was an approximately 80 percent attendance rate.
- The average meeting lasted 1 hr and 20 minutes and 1 hr and 41 minutes, respectively. However, it is important to note that, due to the variation in the items that come before the Commission, the time of meetings varies from approximately 30 minutes to 6 hours.
- The same variation can be found in the length of the Commission Packets as well, which can range from around 125 pages to over 3,000 pages when including environmental documents, such as the recent Teal Club project and Lockwood 3 projects.

Potential Benefits of Commission Stipends

As noted above, the Commission serves important functions prescribed by the State. These functions are critical for the growth of a city, as sound decision-making is important for the development of a city, particularly, as planning and, more specifically, housing planning has become a focus of state regulations. While staff are not making a recommendation in favor or against the provision of stipends, the Chair laid out the following potential benefits:

1. Encourage qualified people to become members of the Planning Commission.
2. Increase retention of members, which helps with institutional and historical knowledge of projects.

Although not stated in the Chair's memo to the Planning Commission, if the stipend requires attendance at meetings, then the stipend would also encourage attendance of those appointed to the Commission. Although it rarely occurs, lack of attendance by Commissioners can delay decisions on development projects, impacting developer timelines. Also, commissioner turnover requires additional training and funding (approximately \$2,000 per commissioner) and additional staff time to bring the new commissioners up to speed. Returning Commissioners can also bring much-needed experience and continuity, which is beneficial for new members and developers.

Survey of Other Agencies

The Chair conducted a survey of other neighboring agencies in Kern, Los Angeles, Santa Barbara, and Ventura Counties, which was verified by City staff. As shown in the table (Attachment 3), the majority of agencies surveyed (29 of 38 (not including Oxnard)) in the region provide some sort of stipend. There was less information and consistency on data related to reimbursements, but the Planning Commission resolution included "reimbursement of actual and necessary expenses incurred for City-related business". Of those cities surveyed, only three (3) are confirmed to provide mileage reimbursement.

The agencies that provide a stipend generally provide a stipend on a per-meeting basis and the majority of those require

attendance to receive the stipend. The per-meeting stipend generally ranged from \$10 to \$350. In some cases, cities that provide a per-meeting stipend also had a max stipend per month (i.e. Santa Maria). As an alternative, a few agencies provide a flat monthly stipend which ranged from \$50 to \$543, some of which required commissioner attendance and some did not.

The Chair's memo (and the Resolution) presented to the Planning Commission stated in Section 3 that Oxnard is the only planning commission body which does not receive compensation in Ventura County.

“WHEREAS, the Planning Commission of the City of Oxnard is the only municipal or county planning commission in the County of Ventura which has a body separate from the elected members of the municipality or county which does not receive compensation.”

Staff would like to clarify that the Chair's research included 7 of the 10 cities in the County and the County, and with the exception of Port Hueneme, specific data was not provided on when a body was separate from the elected members. Based on the Chair's research, the City of Port Hueneme does not have a separately appointed planning commission. It was unknown if and how much the compensation for the City of Ventura is, and the cities of Ojai and Fillmore did not respond to his inquiries when the Resolution and memo were presented to the Planning Commission.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

If a \$150 per meeting stipend for the Commission is ultimately approved by City Council, the funding for the Commissioner stipend would come from the General Fund.

Based on the recommendations, the maximum cost would be approximately \$25,200 per year, assuming a stipend of \$150 per Commissioner per meeting and a total of 24 meetings per year with all commissioners in attendance. However, based on the data from the last two years, there were a total of 16 meetings held in 2023 and 14 meetings held in 2024. Over that time period, there was an approximately 80 percent attendance rate. Based on these two data points, with seven Commissioners, the stipend would have been approximately \$13,440 and \$11,760, respectively, with attendance required.

The amounts above are for illustrative purposes only, as the exact cost could vary based on the number of meetings held. While application fees are collected for projects that are presented to the Planning Commission to pay for staffing and noticing costs, fees do not include costs associated with Planning Commission Stipends. Therefore, a budget appropriation of \$26,250 is needed for the Planning Commission Stipends.

For Finance Use Only:

General Fund (Org. 1011101 Obj. 52350)

COMMITTEE OUTCOME

The Finance and Governance Committee recommended 2-1 on March 11, 2025 to establish a \$150 per meeting stipend, for meetings attended. The Council Committee did not discuss reimbursements in detail, and did not include reimbursements in their motion.

At the Committee meeting Planning Commission Chair presented a powerpoint in which he outlined many of the elements of the Planning Commission's resolution to establish a stipend (attachment 3).

Committee deliberations ensued and Chair Mc Arthur stated his position that he supports \$150 per meeting stipend, primarily as a tool to recruit young people that may be sacrificing potential earnings, and giving long hours to prepare and participate in the meeting. Chair Mc Arthur also stated that he believes \$150 is on the low end and a starting point. Chair

Rodriguez, supported \$150 per meeting stipend, also drawing on the amount of time spent for this role. Committee Member Starr (Starr) did not support pay for volunteer positions, and expressed that the “pay” the volunteer receives is that the members get a bigger say over what happens in the city. Starr also responded to a point raised by the Planning Commission Chair that the stipend would help retain members. Starr pointed out that historically members of the Commission did serve multiple terms and offered that the reason we may have less retention with the Commission may be term limits or lack of advertisement for the role, not necessarily compensation. Lastly, Starr raised the concern of the precedent this would set for other CAGs to seek compensation.

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. Chair Arruejo’s Proposal for Stipends for Members of the Planning Commission Memo
2. Planning Commission Resolution 2024-22
3. PC Chair Arruejo’s Committee Presentation
4. Survey of Other Communities
5. Proposed Ordinance
6. Proposed Resolution
7. Presentation

MEMO

DATE: August 15, 2024

TO: Planning Commission

CC: Joe Pearson II, Planning & Environmental Services Manager
Ken Rozell, Chief Assistant City Attorney

FROM: Ronald Arruejo, Planning Commission, Chair

SUBJECT: Proposal for Stipends for Members of the Planning Commission UPDATED

1. Recommendation: That the Planning Commission:

- a. Adopt Resolution No. 2024-XX pertaining to compensation for members of the Planning Commission; and
- b. Consent to the Chair and up to two other members (as selected by the Chair) of the Planning Commission to represent the Commission regarding the aforementioned Resolution in accordance with Rule 10 – ‘Restriction on Representation’ of the Rules and Procedures of the Planning Commission of the City of Oxnard.

2. Summary of Planning Commission

The current Duties (Sec. 2-95), Composition (Sec. 2-96), Finances (Sec. 2-97), and Televised Proceedings (Sec. 2-98) of the Planning Commission of the City of Oxnard are detailed in Sections 2-95 through 2-98 of the Oxnard City Code and as summarized below:

- a. **SECTION 2-95. DUTIES.:** The Planning Commission performs functions and duties as assigned by the Code and other city council ordinances and resolutions, functions set out in Cal. Gov’t Code, Sections 65103, 65400, 65401, and 65402, and duties imposed by the Cal. Health and Safety Code, Section 33000.
- b. **SECTION 2-96. COMPOSITION.:** The Planning Commission shall consist of seven members, each nominated by a member of the city council concurrent with the term of the nominator, approved by the city council, and serving no more than two consecutive terms. A quorum will consist of four members. A commission

will select a chair and vice chair each year for one year or until their successors are appointed.

- c. SECTION 2-97. FINANCES: “The city council shall provide the funds and equipment necessary for the work of the commission.”
- d. SECTION 2-98. TELEVISED PROCEEDINGS.: “To the extent feasible, public proceedings of the commission shall be televised.”

3. Status of Compensation for Oxnard Commissioners in Comparison to the Rest of Ventura and Surrounding Counties

The members of the Planning Commission of the City of Oxnard do not receive compensation for their time attending Planning Commission meetings and, according to data received as of August 4, 2024, and compiled in Attachment B, is the only planning commission body (which is separate from the elected members of the municipality or county) which does not receive compensation in Ventura County.

In order to encourage qualified persons to become members of the Planning Commission, it is prudent and logical to offer compensation to current and future members to both increase retention and applications to serve as a member. All the members of the Planning Commission consist of members who are serving their first term.¹ It is possible and reasonable that if compensation were offered, there would be more members still serving on the Planning Commission for a second term, thereby contributing to the Planning Commission with their institutional and historical knowledge in the deliberation of the items that come before the Planning Commission.

Utilizing just data for the cities² in the County of Ventura and the County of Ventura itself, those that compensate their planning commission members monthly average \$300 per month³ and those that compensate them per meeting average \$110 per meeting⁴. Attendance is not generally required for compensation paid monthly but is generally required for compensation paid per meeting. Only one body pays their members mileage.

¹ There are members who have previously served on the Planning Commission, but none of have reappointed to their current term of membership.

² The City of Port Hueneme does not have a separately appointed planning commission, it is unknown if and how much the compensation for the City of San Buenaventura is, and the Cities of Ojai and Fillmore have not yet responded to inquiries regarding compensation for members of their Planning Commission.

³ Rounded to the nearest \$10.

⁴ Rounded to the nearest \$10.

Utilizing data for all the cities and the county board in Ventura County and the surrounding counties of Santa Barbara, Kern, & Los Angeles⁵ as compiled in Attachment B, 78% of the cities receive some compensation. For those that compensate their planning commission member monthly average \$190 per month⁶ and those that compensate them per meeting average \$110 per month⁷.

4. Summary and Conclusion:

In order to improve the retention and recruitment of qualified persons to become Planning Commission members and that those members are compensated comparably to Planning Commission members of other cities, offering compensation to current and future members is in the best interests of the City. It is recommended to approve Resolution No. 2024-XX to communicate to the City Council the support of the Planning Commission along with the reasons for compensation for members of the Planning Commission and to Consent for the Chair (and up to two other members) to represent the Planning Commission as it relates to Resolution 2024-XX.

Attachments:

- A. Resolution 2024-XX
- B. Planning Commission Member Stipend Data Received as of August 4, 2024 (Corrected)

⁵ Data was solicited from every city and county in Ventura, Kern, & Santa Barbara Counties, Los Angeles County, and every city with a population above 75,000 in Los Angeles County. Data was not received from all cities and counties in and surrounding Ventura County.

⁶ Rounded to the nearest \$10.

⁷ Rounded to the nearest \$10.

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD
PERTAINING TO COMPENSATION FOR MEMBERS OF THE PLANNING
COMMISSION.

WHEREAS, SECTION 2-97. FINANCES of the Oxnard City Code authorizes the City Council to provide the funds and equipment necessary for the work of the commission; and

WHEREAS, the city has not adopted an ordinance that provides compensation to members of the Planning Commission for attendance at Planning Commission meetings; and

WHEREAS, in order to encourage qualified persons to become members of the Planning Commission and to ensure that members of the Planning Commission are compensated comparably to Planning Commission members of other cities, it is in the best interests of the City to provide for compensation to members of the Planning Commission; and

WHEREAS, the City Council may establish the compensation of various city boards and commissions; and

WHEREAS, the Planning Commission of the City of Oxnard is the only municipal or county planning commission in the County of Ventura which has a body separate from the elected members of the municipality or county which does not receive compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. CEQA. The Planning Commission finds this Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) ("general rule" or "common sense") that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment. As this action only requests the City Council consider future ordinance amendments, the activity is not subject to CEQA. Any future ordinance amendments, if pursued, would be subject to the provisions of CEQA, as applicable.

SECTION 3. The Planning Commission requests that the City Council amend SECTION 2-96. COMPOSITION. of the Oxnard City Code by amending to read as follows as amended and restated to read as follows:

SECTION 2-96. COMPOSITION.

- A. The commission shall consist of seven members. Member of the commission shall serve and may be removed and replaced at the pleasure of the city council, shall reside in the city, and shall be at least 18 years of age.
- B. ...
- C. ...
- D. ...
- E. ...

SECTION 4. The Planning Commission requests that the City Council amend SECTION 2-97. FINANCES. of the Oxnard City Code by amending to read as follows as amended and restated to read as follows:

SECTION 2-97. FINANCES.

The city council shall provide the funds and equipment necessary for the work of the commission.

- A. Planning Commissioners shall receive compensation in the amount of One Hundred and Fifty Dollars (\$150) per meeting for every member of the Planning Commission.
- B. Planning Commissioners may waive their own compensation on an annual basis by giving written notice to the City Manager until such time that the Planning Commissioner retracts their waiving of their own compensation or until the end of their term of appointment.
- C. The compensation set forth herein shall become effective in the first full month after the approval of this ordinance.
- D. The compensation set forth herein is exclusive of any amounts payable to each member of the Planning Commission for reimbursement of actual and necessary expenses incurred for City-related business.
- E. Planning Commissioners shall not be eligible for any health insurance benefits.

Section 5. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

Section 6. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 15th day of August, 2024.

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 15th day of August, 2024, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, Secretary

County	City	Per _____		Attendance	Mileage	Municipal Code / Resolution	Other
		Month	Meeting				
Los Angeles	Alhambra			N/A	N/A		
Kern	Arvin			N/A	N/A		6-8 meetings/year; 10-30 minutes each
Los Angeles	Bellflower	300	150	Yes	No	M.C. 2.32	Info from website
Santa Barbara	Buellton		50	Yes	No		
Los Angeles	Burbank			N/A	N/A	M.C. 2-1-405	Info from website
Ventura	Camarillo		125	Yes	No		
Santa Barbara	Carpinteria		60	Yes	No		Reimbursement for city business
Los Angeles	Carson		100	Yes	No		
Ventura	County of		150	Yes	Yes		
Santa Barbara	County of		350	Yes	Yes		
Los Angeles	El Monte		75	Yes		R. 9622	
Los Angeles	Glendale			N/A	N/A		Info from website
Los Angeles	Hawthorne		50	Yes	No		Info from website
Los Angeles	Lakewood		50	Yes	No		Info from website
Los Angeles	Lancaster		75	Yes	No		Info from website
Santa Barbara	Lompoc			N/A	No		
Kern	McFarland	50		Yes	No	M.C. 0001-2022	1 meeting per month
Ventura	Moorpark	200	100	Yes	No	R. 1991-730	Max 200/month
Ventura	Oxnard			N/A	N/A	M.C. 2-96 & 2-97	
Los Angeles	Palmdale		125	Yes	No		150 for chair & 100 for others per meeting
Los Angeles	Pasadena		50	Yes	No	M.C. 2.105.125	

County	City	Per _____		Attendance	Mileage	Municipal Code / Resolution	Other
		Month	Meeting				
Los Angeles	Pomona			N/A	N/A		
Kern	Ridgecrest	200		No	No		
Santa Barbara	Santa Barbara		50	Yes	No		
Los Angeles	Santa Clarita		263	Yes	No		Info from website
Santa Barbara	Santa Maria	75		Yes	No		
Ventura	Santa Paula		50	No	No	R. 3761	1 meeting/month; paid quarterly
Kern	Shafter	50		No	Unknown	M.C. 707	Daily salary for city-related business & other relevant expenses
Ventura	Simi Valley	543		No	No		
Santa Barbara	Solvang	100		No	No		
Los Angeles	South Gate		125	Yes	No	M.C. 54952.3	Info from website
Kern	Taft	50		No	No	R. 3850-17	
Kern	Tehachapi		150	No	No		
Ventura	Thousand Oaks	375		No	No		
Los Angeles	Torrance		10	Yes	No		Must attend at least 2/3.
Ventura	Ventura			Unknown	Unknown	MC 2.415	
Kern	Wasco			N/A	N/A		
Los Angeles	West Covina	150	75	Yes	No		Info from website
Los Angeles	Whittier			N/A	N/A		

RESOLUTION NO. 2024-22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD
PERTAINING TO COMPENSATION FOR MEMBERS OF THE PLANNING
COMMISSION.

WHEREAS, SECTION 2-97. FINANCES of the Oxnard City Code authorizes the City Council to provide the funds and equipment necessary for the work of the commission; and

WHEREAS, the city has not adopted an ordinance that provides compensation to members of the Planning Commission for attendance at Planning Commission meetings; and

WHEREAS, in order to encourage qualified persons to become members of the Planning Commission and to ensure that members of the Planning Commission are compensated comparably to Planning Commission members of other cities, it is in the best interests of the City to provide for compensation to members of the Planning Commission; and

WHEREAS, the City Council may establish the compensation of various city boards and commissions; and

WHEREAS, the Planning Commission of the City of Oxnard is the only municipal or county planning commission in the County of Ventura which has a body separate from the elected members of the municipality or county which does not receive compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. CEQA. The Planning Commission finds this Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) ("general rule" or "common sense") that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment. As this action only requests the City Council consider future ordinance amendments, the activity is not subject to CEQA. Any future ordinance amendments, if pursued, would be subject to the provisions of CEQA, as applicable.

SECTION 3. The Planning Commission requests that the City Council amend SECTION 2-96. COMPOSITION. of the Oxnard City Code by amending to read as follows as amended and restated to read as follows:

SECTION 2-96. COMPOSITION.

- A. The commission shall consist of seven members. Member of the commission shall serve and may be removed and replaced at the pleasure of the city council, shall reside in the city, and shall be at least 18 years of age.
- B. ...
- C. ...
- D. ...
- E. ...

SECTION 4. The Planning Commission requests that the City Council amend SECTION 2-97. FINANCES. of the Oxnard City Code by amending to read as follows as amended and restated to read as follows:

SECTION 2-97. FINANCES.

The city council shall provide the funds and equipment necessary for the work of the commission.

- A. Planning Commissioners shall receive compensation in the amount of One Hundred and Fifty Dollars (\$150) per meeting for every member of the Planning Commission.
- B. Planning Commissioners may waive their own compensation on an annual basis by giving written notice to the City Manager until such time that the Planning Commissioner retracts their waiving of their own compensation or until the end of their term of appointment.
- C. The compensation set forth herein shall become effective in the first full month after the approval of this ordinance.
- D. The compensation set forth herein is exclusive of any amounts payable to each member of the Planning Commission for reimbursement of actual and necessary expenses incurred for City-related business.
- E. Planning Commissioners shall not be eligible for any health insurance benefits.

Section 5. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

Section 6. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 15th day of August, 2024.



Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 15th day of August, 2024, and carried by the following vote:

AYES: Commissioner(s): Arruejo, Stewart, Lopez, Nash, Zielsdorf

NOES: Commissioner(s):

ABSENT: Commissioner(s): Connelly

ABSTAIN: Commissioner(s): Schuelke

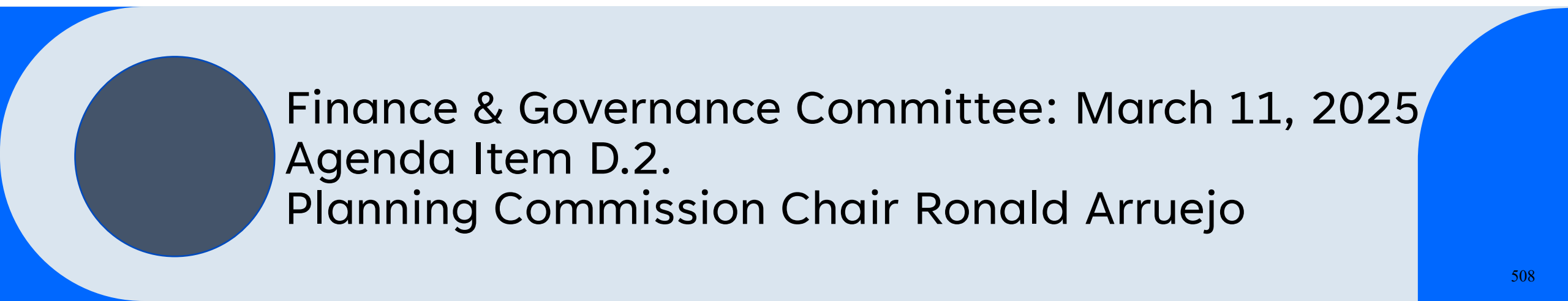
RECUSED: Commissioner(s):



Joe Pearson II, Secretary



Planning Commission Stipend Discussion



Finance & Governance Committee: March 11, 2025
Agenda Item D.2.
Planning Commission Chair Ronald Arruejo

Recommendation by the Planning Commission

- Recommend to the City Council to adopt an ordinance as detailed in Resolution No. 2024-22 as approved by the Planning Commission in August 2024.

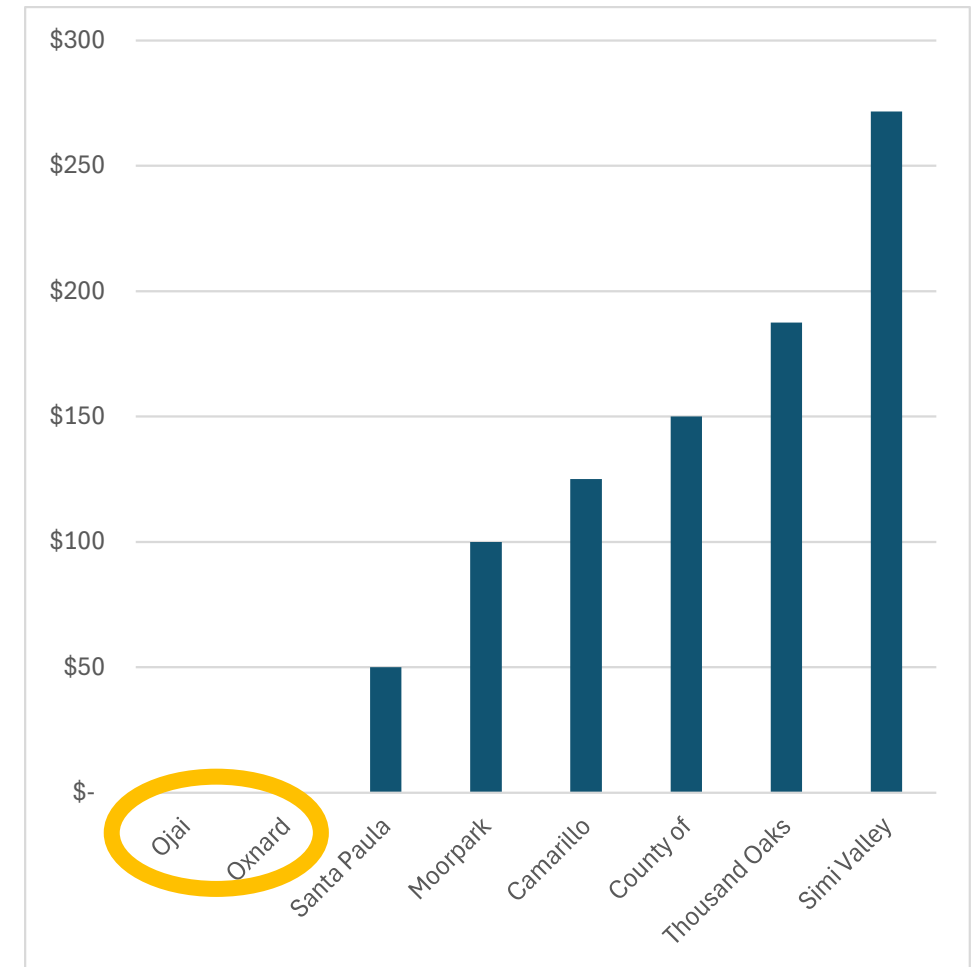
Introduction / Context

- 7 members selected by each councilmember and the mayor and approved by the city council to serve terms concurrent with the selector up to a maximum of 2 consecutive terms.
 - 4 members were (re)appointed for the 2021-2024 term.
 - 3 members were (re)appointed for the 2023-2026 term.
- Planning Commission (PC) Members do not currently receive stipends.
- Resolution 2024-22 proposed an ordinance for approval by the City Council to allow PC members to receive stipends.



PCs in Ventura County

Stipend Amounts per Meeting



* Per meeting amounts calculated at 50% per month.



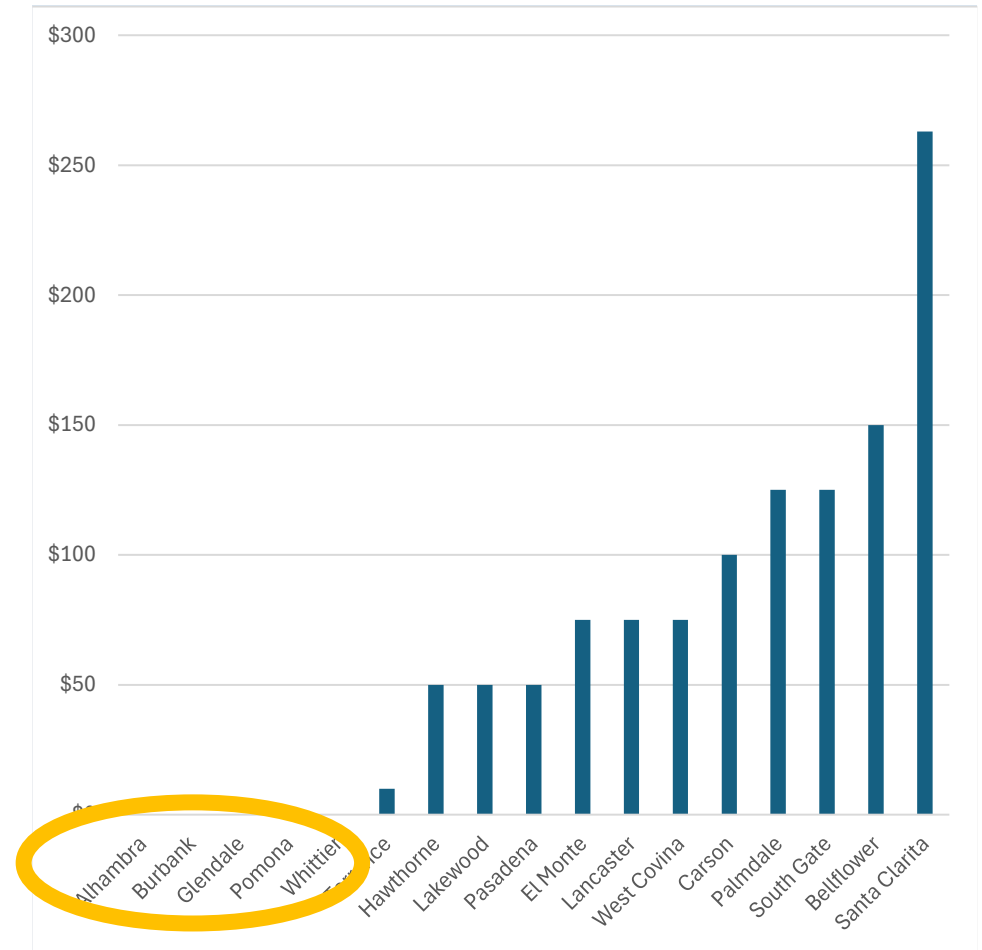
* Per meeting amounts calculated at 50% per month.

PCs in Kern County

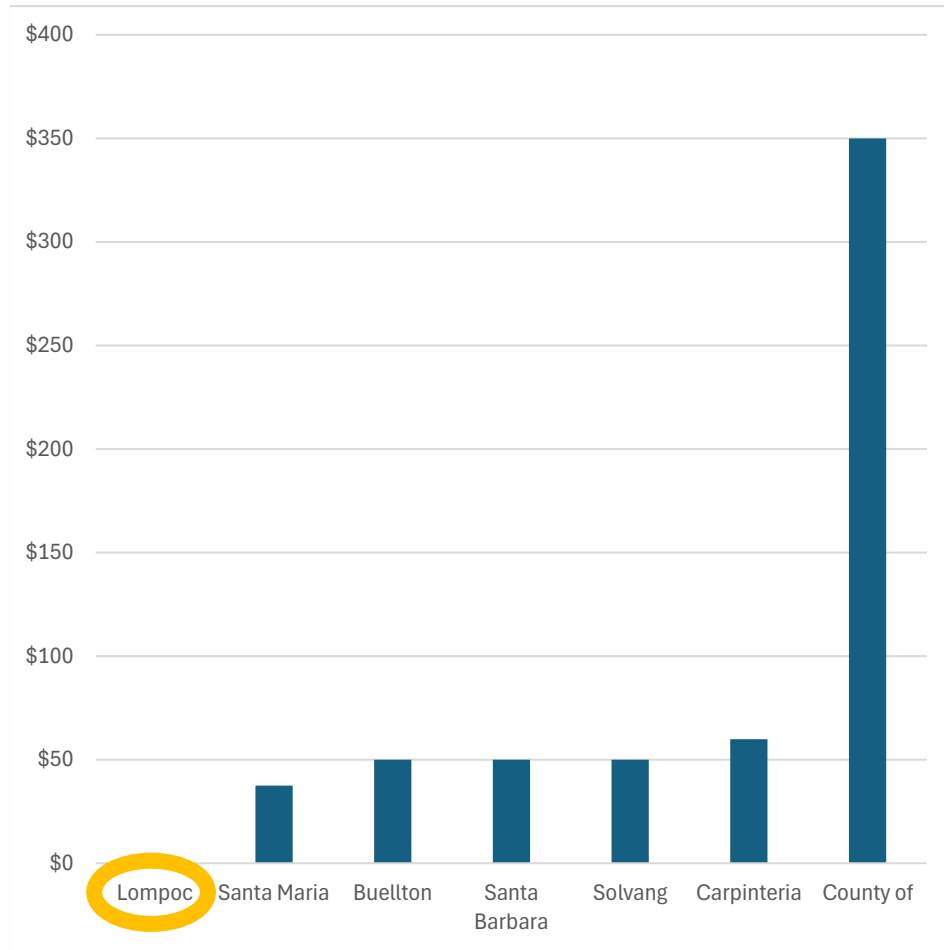
Stipend Amounts per Meeting

PCs in Los Angeles County

Stipend Amounts per Meeting



* Palmdale allocates \$150 for chair and \$100 for members. Data averages different amounts.

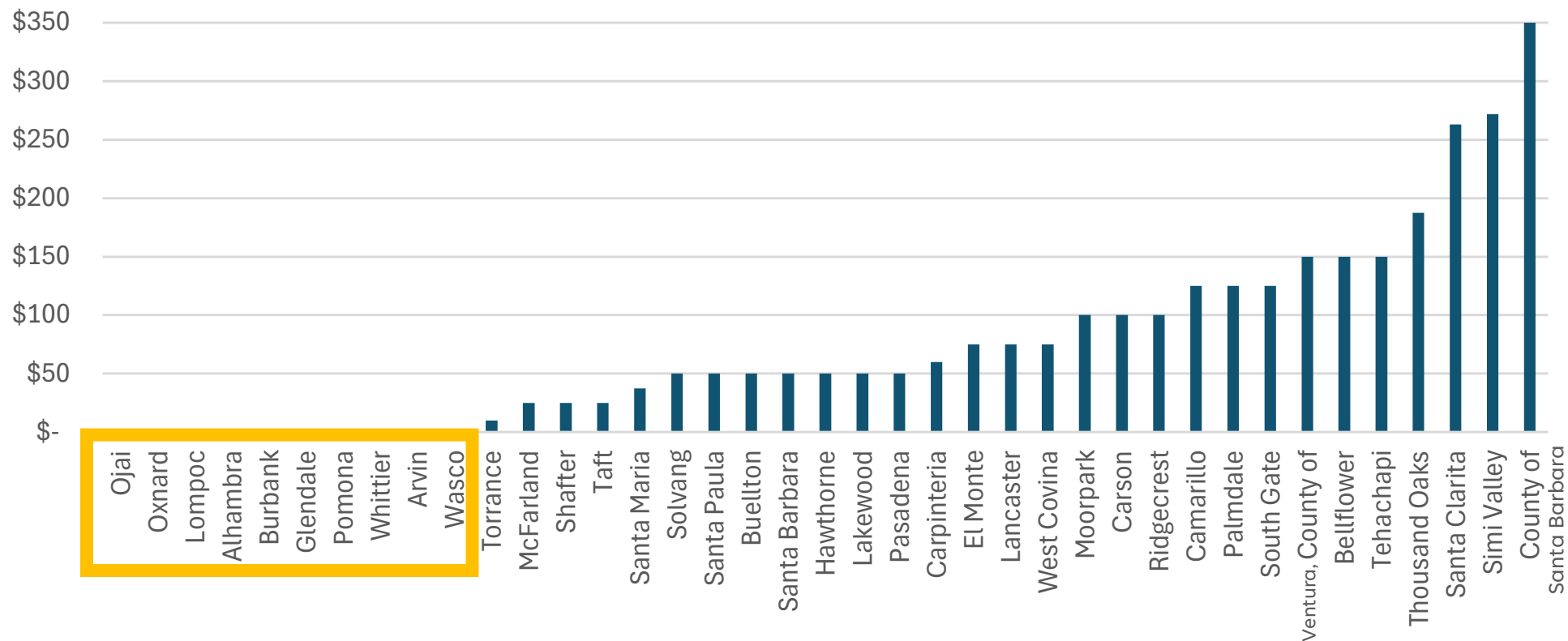


* Per meeting amounts calculated at 50% per month.

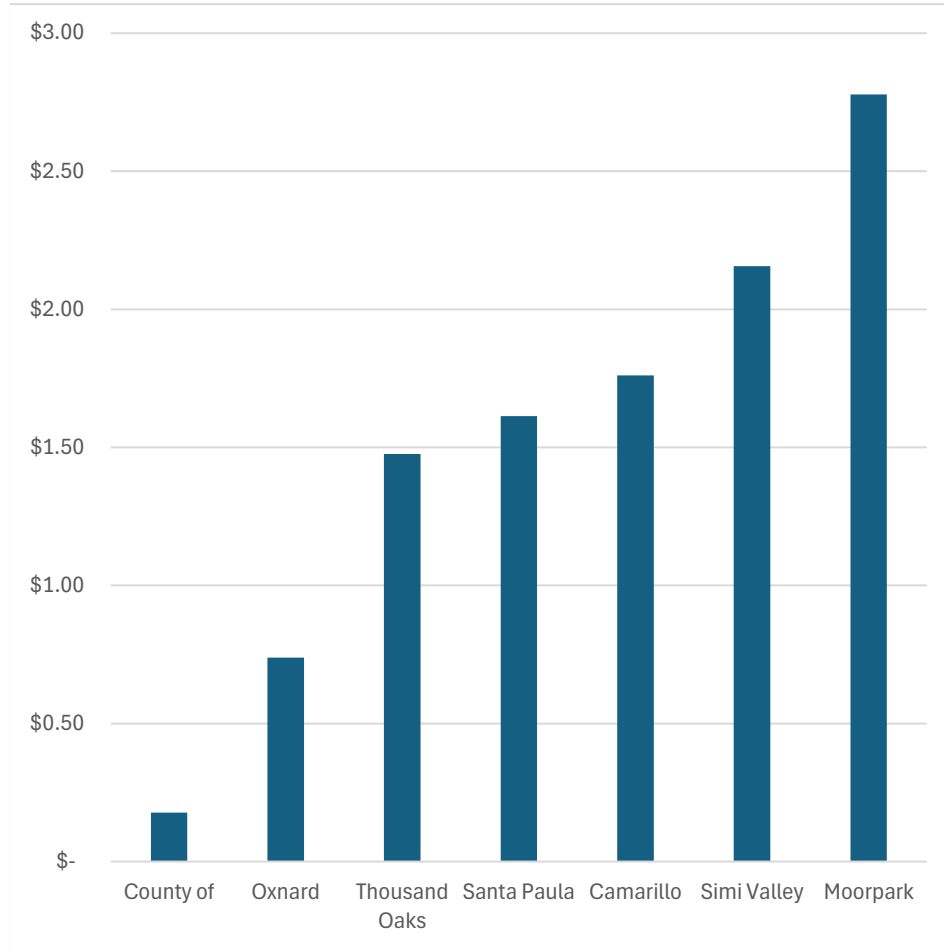
PCs in Santa Barbara County

Stipend Amounts per Meeting

PCs in Ventura, Kern, Santa Barbara, & Los Angeles Counties: Stipend Amounts per Meeting



* Per meeting amounts calculated at 50% per month.



Stipend Amount Per (K) Capita

For Ventura County (Cities)
with the proposed
\$150/meeting for Oxnard.



Reasoning

- Improve the recruitment of qualified persons to the PC.
- Increase the retention of current PC members to provide institutional memory.
- Provide equitability with our neighboring cities and counties.

Recommendation by the Planning Commission

- Recommend to the City Council to adopt an ordinance as detailed in Resolution No. 2024-22 as approved by the Planning Commission in August 2024.

Acknowledgements

Alhambra	Community Development Executive Assistant	Karabeth Garcia
Arvin	City Clerk	Cecilia Vela
County of Ventura	Administrative Assistant	Luz Juachon
Lompoc	Planning Manager	Brian Halvorson
Pomona	Planning Staff	Miroslava PourSanae
Wasco	Community Development Director	Keri Cobb
Whittier	Community Development Director	Ben Pongetti
Torrance	Master Municipal Clerk	Rebecca Poirer
McFarland	Senior City Planner	Brianahi De Leon

Shafter	City Clerk	Yazmina Pallares
Taft	City Clerk	Yvette Mayfield
Santa Maria	Community Development	Kathleen Wilson
Buellton	Planning Technician	Clare Barcelona
Santa Barbara	Commission Secretary	Mariah Johnson
Solvang	HR Specialist	Fatima Gonzalez
Pasadena	Administrative Specialist	Tess Varsh
Carpinteria	City Clerk	Brian Barrett
Thousand Oaks	City Clerk	Laura Maguire

Carson	Planning Manager	Christopher Palmer
Santa Paula	Planning & Economic Development Manager	Tom Tarantino
Camarillo	Management Assistant	Janessa Gutierrez
Tehachapi	Assistant City Manager	Corey Costelloe
Simi Valley		Human Resources
Moorpark	Administrative Specialist	Jeannine Lugo
County of SB	Hearing Support Supervisor	David Villalobos



Questions?

Deepest thanks to the Community
Development staff.

Stipend Survey of Other Communities						
	County	City	Stipend Per Month	Stipend Per Meeting	Required Attendance	Mileage Reimbursement
1	Kern	Arvin	-	-	N/a	No
2	Kern	MacFarland	\$50	-	Yes	No
3	Kern	Ridgecrest	\$200	-	No	No
4	Kern	Shafter	\$50	-	Yes	No
5	Kern	Taft	\$50	-	Yes	No
6	Kern	Tehachapi	-	-	No	No
7	Kern	Wasco	-	-	N/a	Yes
8	Los Angeles	Alhambra	-	-	N/a	No
9	Los Angeles	Bellflower	\$300	\$150	Yes	No
10	Los Angeles	Burbank	-	-	N/a	No
11	Los Angeles	Carson	-	\$100	Yes	No
12	Los Angeles	El Monte	-	\$75	Yes	No
13	Los Angeles	Glendale	-	-	N/a	No
14	Los Angeles	Hawthorne	-	\$50	yes	No
15	Los Angeles	Lakewood	\$100	\$50	Yes	No
16	Los Angeles	Lancaster	-	\$75	Yes	No
17	Los Angeles	Palmdale	\$200	\$100	Yes	No
18	Los Angeles	Pasadena	-	\$50	Yes	No
19	Los Angeles	Pomona	-	-	N/a	No
20	Los Angeles	Santa Clarita	-	\$263	Yes	No
21	Los Angeles	South Gate	-	\$125	Yes	No
22	Los Angeles	Torrance	-	\$10	Yes	No
23	Los Angeles	West Covina	\$150	\$75	Yes	No
24	Los Angeles	Whittier	-	-	N/a	No
25	Santa Barbara	Buellton	\$100	\$50	Yes	No
26	Santa Barbara	Carpinteria	-	\$60	Yes	No
27	Santa Barbara	County of	-	\$350	Yes	Yes
28	Santa Barbara	Lompoc	-	\$50	Yes	No
29	Santa Barbara	Santa Barbara	-	\$50	Yes	No
30	Santa Barbara	Santa Maria	\$300	\$75	Yes	No
31	Santa Barbara	Solvang	\$100	-	Yes	No
32	Ventura	Camarillo	-	\$125	Yes	No
33	Ventura	County of	-	\$150	Yes	Yes
34	Ventura	Moorpark	\$200	\$100	Yes	No
35	Ventura	Santa Paula	-	\$50	No	No
36	Ventura	Simi Valley	\$543	-	No	No
37	Ventura	Thousand Oaks	\$375	-	No	No
38	Ventura	Ventura	-	-	No	No

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA
AMENDING CHAPTER 2 ARTICLE II DIVISION 7 SECTIONS 2-96
AND 2-97 OF THE OXNARD CITY CODE ESTABLISHING A
STIPEND FOR SERVICE ON THE OXNARD PLANNING
COMMISSION

WHEREAS, Oxnard City Code Section 2-97 authorizes the City Council to provide the funds and equipment necessary for the work of the commission; and

WHEREAS, the City Council has not adopted an ordinance that provides compensation to members of the Planning Commission for attendance at Planning Commission meetings; and

WHEREAS, to encourage qualified persons to become members of the Planning Commission and to ensure that members of the Planning Commission are compensated comparably to Planning Commission members of other cities, it is in the best interests of the City to provide for compensation to members of the Planning Commission; and

WHEREAS, the City Council may establish the compensation of various city boards and commissions; and

WHEREAS, on March 11, 2025, the Finance and Governance Committee (“Committee”) voted 2-1 to recommend that the City Council approve a stipend for the Planning Commission; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ordinance is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES
ORDAIN AS FOLLOWS:

PART 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

PART 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Parts 3 and 4 of this Ordinance, as set forth below, which modify Chapter 2 of the City Code.

PART 3. Section 2-96 subsection (A) “Composition” Division 7 of Chapter 2 Article II of the Oxnard City Code shall be amended to read as follows:

“SEC. 2-96. COMPOSITION.

(A) The commission shall consist of seven members. Members of the commission shall serve and may be removed and replaced at the pleasure of the city council. Members ~~shall serve without compensation~~, shall reside in the city, and shall be at least 18 years of age.”

PART 4. Section 2-97 “Finances” Division 7 of Chapter 2 Article II of the Oxnard City Code shall be amended to read as follows:

“SEC. 2-97. FINANCES.

~~—The city council shall provide the funds and equipment necessary for the work of the commission.~~

(A) The city council shall provide the funds and equipment necessary for the work of the commission.

(B) Planning Commissioners shall receive compensation in the amount established by resolution of the City Council.”

PART 5. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines because the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PART 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

PART 7. 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 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.

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SECTION 8. 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 Gov. Code Section 36933. Ordinance No. _____ was first read on _____, 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. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OXNARD CITY COUNCIL
SETTING COMPENSATION FOR PLANNING COMMISSIONERS OF
THE CITY OF OXNARD.

WHEREAS, the City Council may establish the compensation of various city boards and commissions; and

WHEREAS, the City Council has not adopted a resolution that provides compensation to members of the Planning Commission for attendance at Planning Commission meetings; and

WHEREAS, to encourage qualified persons to become members of the Planning Commission and to ensure that members of the Planning Commission are compensated comparably to Planning Commission members of other cities, it is in the best interests of the City to provide for compensation to members of the Planning Commission; and

WHEREAS, on March 11, 2025, the Finance and Governance Committee voted 2-1 to recommend City Council approve a stipend for the Planning Commission; and

WHEREAS, on June 26, 2025, the City Council voted to approve the first reading of an ordinance amending Sections 2-96 and 2-97 of the Oxnard City Code to allow for compensation of the Planning Commissioners; and

WHEREAS, Section 2-97 of the Oxnard City Code, as amended, authorizes the City Council to provide the funds and equipment necessary for the work of the commission as well as compensation established by resolution of the City Council; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ordinance is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES
RESOLVE AS FOLLOWS:

SECTION 1. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Resolution are true and correct.

SECTION 2. City of Oxnard Planning Commissioners shall receive compensation in the amount of One Hundred and Fifty Dollars (\$150) per meeting for every member of the Planning Commission. The commissioner must be in attendance in order to be eligible to receive the compensation.

[illegible]

SECTION 9. The City Clerk shall certify as to the adoption of this Resolution.

PASSED AND ADOPTED this 26th day of June, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FROM:

Stephen M. Fischer, City Attorney

PLANNING COMMISSION STIPEND

Joe Pearson II, AICP, Planning Manager
Community Development Department

City Council
June 26, 2025

The Oxnard Planning Commission consists of seven members.

The Commission is one of seven Council Advisory Groups (CAGS) established by the OCC within the City of Oxnard. However, the role of the Commission differs from many of the other CAGs in the City in that the Commission's role and responsibilities are defined under State Law.

Pursuant to Section 2-95 of the OCC the Commission has three core functions:

- The functions and duties assigned to the commission by the code and other ordinances and resolutions of the city council;
- The functions set out in Cal. Gov't Code, Sections 65103, 65400, 65401 and 65402; and
- The duties imposed on a commission by Cal. Health and Safety Code, Section 33000.

Pursuant to Chapters 15, 16, and 17 of the OCC, the Commission functions as the decision maker, appeals body, or recommendation body on a variety of permits. As well as, being responsible for making General Plan Conformity determinations.

1. The Commission currently holds their meetings on the first and third Thursday of each month at 6:00 p.m. in Council Chambers, however, while rare, special meetings can be convened as needed.
2. There were a total of 16 meetings held in 2023 and 14 meetings held in 2024.
3. The average meeting lasted 1 hr. and 20 minutes and 1 hr. and 41 minutes, respectively.
4. Due to the variation in the items that come before the Commission, the time of meetings varies from approximately 30 minutes to 6 hours.

At the request of the Commission, on August 15, 2024 the the Commission had a study sessions/report to discuss the proposal of stipends for members of the Commission.

At the meeting, Ronald Arruejo, Chair of the Planning Commission prepared and submitted a memo highlighting the role of the Planning Commission, a rate comparison looking at Oxnard as compared to other cities, and benefits of providing a stipend to the Planning Commission.

The Commission discussed the proposal and following the deliberation, the Commission voted 5-0, with one absence and one abstention to approve the resolution as prepared by the Commission Chair.

The Commission Chair then presented the resolution to the City Council. The Council directed staff to bring the item to Council Committee for further discussion.

General Stipend Request for the Planning Commission ⁵

The request included the following modifications:

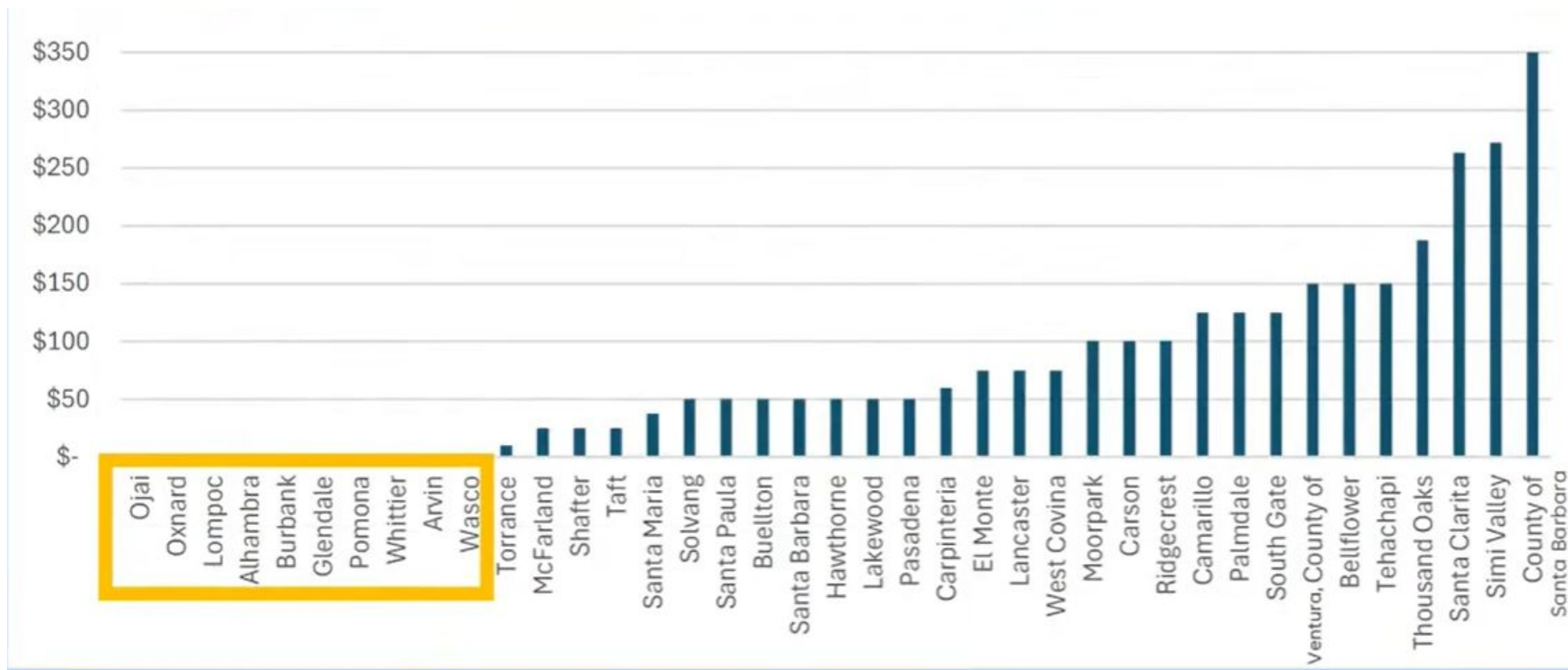
1. Removes language “shall serve without compensation” from Section 2-96 of the OCC
2. Amends Section 2-97 of the OCC to add one new section, with the major elements being:
 - a. “Planning Commissioners shall receive compensation in the amount established by resolution of the City Council.”
3. Create a resolution that will establish a stipend of \$150 per meeting attended.

1. Benefits of Commission Stipends - A stipend could encourage the participation of qualified individuals and retention of commissioners.
2. Survey of other Agencies -
 - The Chair selected the 38 cities he surveyed.
 - The majority of other cities surveyed provided some level of compensation.
 - The per meeting stipend ranged from \$10 to \$350.
 - The flat monthly stipend which ranged from \$50 to \$543.
 - Some agencies required attendance to receive the stipend.

Survey of other Agencies Continued

1. In the memo the Chair provided to the Planning Commission and during the Committee meeting the Chair stated that Oxnard was one of only two cities in the County that did not provide a stipend.
2. Staff would like to clarify that was only for those cities in the County the Chair surveyed.
 - Ventura is included in the Chairs data as not providing a stipend.
 - The Chair did not provide/receive data for Ojai, Fillmore, or Port Hueneme; however in the Committee presentation the chart presented by the Chair indicates Ojai does not provide a stipend.

“PCs in Ventura, Kern, Santa Barbara, & Los Angeles Counties: Stipend Amounts per Meeting”



Currently seven of the 38 cities surveyed pay \$150 or more per meeting.

The per meeting amounts were calculated at 50% of the per month rate for the cities that paid a monthly stipend.

1. With a 2-1 Vote the Committee recommended \$150 per meeting stipend, for meetings attended.
2. General Comments in support of the Stipend:
 - Stipend could help attract young people and those sacrificing earnings to be able to participate on the Commission.
 - The Planning Commissions put in a lot of hours.
3. General Comments in opposition to the stipend:
 - The “pay” the Commissioners receive is that they get a bigger say in what happens in the City.
 - Historically retention has not been a problem, despite no stipend.
 - This will set a precedent for other CAGs to request a stipend.

- If the stipend for the Commission is ultimately approved by City Council, the funding for the Commissioner stipend would come from the General Fund.
- Based on a stipend of \$150 per Commissioner per meeting and a total of 24 meetings per year with all commissioners in attendance the maximum cost would be approximately \$25,200 per year.
 - However, based on the data from the last two years, there were a total of 16 meetings held in 2023 and 14 meetings held in 2024.
- If approved as recommended by the Committee, a budget appropriation of \$26,250 is required for the Planning Commission Stipends.

That the City Council:

1. 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 CHAPTER 2 ARTICLE II DIVISION 7 SECTIONS 2-96 AND 2-97 OF THE OXNARD CITY CODE ESTABLISHING A STIPEND FOR SERVICE ON THE OXNARD PLANNING COMMISSION”; and
2. Adopt a resolution establishing \$150 per meeting compensation for the members of the Planning Commission of the City of Oxnard; and
3. Approve a Fiscal Year 2025-26 budget appropriation from the General Fund (101) available fund balance in the amount of \$26,250.



End of Presentation