

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



AMENDED AGENDA
(October 16, 2025, Removal of Item L-6)

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

Meeting Location: Council Chambers, 305 West Third Street
October 21, 2025

Closed Session - 4:30 PM
Appointment Items - 5:00 PM
Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 840 6267 7141
3. Passcode: 282062

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 3:00 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 3:00 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.

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)

(Live presentation by Downtown Oxnard Improvement Association Executive Director, Abel Ramírez Magaña.)

Contact: Brenda Lopez, (805) 385-8092

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

G. 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.

H. 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.

I. 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.

1. City Clerk Department

SUBJECT: 2026 Regular Meeting Schedule for Legislative Bodies. (5 minutes)

RECOMMENDATION: That the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority adopt the proposed regular meeting dates for the calendar year 2026.

(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/1R_S3yTb0I8

Legislative Body: City Council, Community Development Commission Successor Agency,
Financing Authority, and Housing Authority Board
Contact: Luly Lopez, (805) 385-7805

J. 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.

K. 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.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the regular meeting minutes for October 7, 2025.

That the Oxnard Housing Authority Board of Commissioners approve the regular meeting minutes for October 7, 2025.

Legislative Body: City Council and Oxnard Housing Authority
Contact: Luly Lopez, (805) 385-7805

2. Community Development Department

SUBJECT: Downtown Parking In Lieu Fee Agreement with Haven No. 8, LLC dba Haven (220 South A Street) for payment terms.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Haven No. 8, LLC dba Haven ("Haven") {A-8600} in the amount of \$100,000 for downtown in-lieu parking fee payments over a one-year period.

(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 August 2025.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

4. Housing Department

SUBJECT: Oxnard Housing Authority's Monthly Investment Report for the period ending August 2025.

RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners to receive and file the monthly investment report. This is an information item.

(This item did not originate in Committee.)

Legislative Body: Housing Authority

Contact: Brenda Lopez, (805) 385-8092

5. Police Department

SUBJECT: Memorandum of Agreement with the Oxnard Community K9 Foundation, and Acceptance of Equipment in the Amount of \$37,644.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Donation Agreement with the Oxnard Community K-9 Foundation (A-8599) to accept a donation of a 2021 Mercedes-Benz Sprinter Crew Van for use by the Oxnard Police Department's K-9 Unit; and
2. Approve and authorize the Mayor to execute a Memorandum of Agreement (MOA) with the Oxnard Community K-9 Foundation (A-8599) relating to the City's use of the same.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

6. Police Department

SUBJECT: Removed from the agenda.

RECOMMENDATION:

Contact: ,

7. Public Works Department

SUBJECT: Public Project Agreement 32600123 with NoHo Constructors for Del Sol Park Improvements Phase I Project Specification No. PW 24-14.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$378,190.00 in Project funds for the Del Sol Park Improvements - Phase I , Specification No. PW 24-14;
2. The Mayor to Execute an Agreement with NoHo Constructors in the amount of \$290,915.00 for the Project and approve a Project contingency amount of \$58,183.00 (20%) with NoHo Constructors for a total not to exceed value of \$349,098 for the Project; and
3. A Project allocation amount of \$29,092.00 (~10%) for engineering, inspection, survey and project management for the Project.

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

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department

SUBJECT: Agreement 32600117 with Griffin Structures, Inc. for the Oxnard Police Department Facilities Planning and Feasibility Study, Specification #25-129.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Griffin Structures, Inc. for a total contract amount not to exceed \$250,000 with a term of six months from November 3, 2025, and ending on May 2, 2026, with the option of one consecutive six-month term extension ending November 2, 2026, for the development of the Oxnard Police Department Facilities Planning and Feasibility Study for the Engineering Division.

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

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

9. Public Works Department

SUBJECT: Second Amendment to Professional Services Agreement 32400346 with Huitt-Zollars, Inc. for the 4th Street Mobility Improvements and Downtown Bus Stop Improvements Projects.

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute a Second Amendment to an Agreement with Huitt-Zollars, Inc. in the amount of \$33,969.64 for a new, not-to-exceed agreement value of \$806,023.11 and extend the term to June 30, 2028, for the purpose of providing bid and construction phase assistance for the 4th Street Mobility Improvements Project (C2204); and
2. A project budget appropriation of \$74,152 from the available fund balance in the Mobility Fee Fund (Fund 350, subfund 8055) to the 4th Street Mobility Improvement Project (C2204) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

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

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

M. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Zone Text Amendment (Permit No. 25-580-01) to allow Agricultural and Construction Vehicles Sales and Incidental Repair and Service uses in the Heavy Manufacturing (M-2) Zone (20 minutes).

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive public testimony concerning the adoption of the Zone Text Amendment to Oxnard City Code Chapter 16, Article III, Division 11, Section 16-163 for properties located within the City of Oxnard zoned Heavy Manufacturing; and
2. Find the Zone Text Amendment to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(C)(2) & (3) (Preliminary Review) and 15061(b)(3) (Review for Exemption); and,
3. Approve the first reading by title only and waive further reading of the proposed Ordinance titled: "ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 25-580-01 (ZONE TEXT AMENDMENT) TO AMEND OXNARD CITY CODE CHAPTER 16, ARTICLE III, DIVISION 11, SECTION 16-163 TO INCLUDE THE AGRICULTURAL AND CONSTRUCTION VEHICLES SALES WITH INCIDENTAL REPAIR AND SERVICE USE AS A PERMITTED USE WITHIN AREAS ZONED HEAVY MANUFACTURING (M-2). FILED BY DESIGNATED AGENT HOLLEE KING WINEGAR, 7584 EISENHOWER ST, VENTURA CALIFORNIA 93003, ON BEHALF OF THE PROPERTY OWNER, TODD INDUSTRIAL PARK, 5755 VALENTINE ROAD, SUITE 203, VENTURA, CALIFORNIA 93003".

(This is a Public Hearing and was reviewed by the Planning Commission, therefore 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/-pKU-SFSL8c>

Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

N. REPORTS

1. Information Technology Department
SUBJECT: Purchasing Authorization - Compuwave Inc. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a two-year blanket agreement with Compuwave in the amount of \$1.2 million for the purchase of computer hardware and related services.

(Finance & Governance Committee approved 3-0 on September 23, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/snj540oXH0c>

Legislative Body: City Council
Contact: Robert Ruben, (805) 385-7554

2. Information Technology Department
SUBJECT: Purchasing Authorization - Insight Public Sector Inc. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to extend Blanket Agreement No. 32400174 with Insight Public Sector, Inc. for the purchase of computer networking technology through April 30, 2028, and increase the funding amount by \$1.4 million for a new total

(Finance & Governance Committee approved 3-0 on September 23, 2025.)

Legislative Body: City Council
Contact: Robert Ruben, (805) 385-7554

SUBJECT: Agreement 32600054 with Badger Meter, Inc. for BEACON Software as a Service. (10 minutes)

(This item did not originate in Committee because it is a continuation of a previous item approved by the City Council on October 19, 2021.)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

SUBJECT: Golf Operations Year-End Final Report and Fiscal Year 2024-25 Budget Appropriations. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize an appropriation in an amount up to \$280,838 for additional FY 2024-25 expenses from the Golf Course Operating Fund (651).

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

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

SUBJECT: Public Project Agreement 32600135 with GSE Construction Company, Inc. for Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II), Specification No. PW 25-134. (10 minutes)

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1. A total of \$2,995,711 in Project funds for the Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II), Specification No. PW 25-134;
2. The Mayor to Execute an Agreement with GSE Construction Company, Inc. in the amount of \$2,496,425 for the Project and approve a Project contingency amount of \$249,643 (~10%) with GSE Construction Company, Inc. for a total not to exceed value of \$2,746,068 for the Project; and
3. A Project allocation amount of \$249,643 (~10%) for engineering, inspection, survey and project management for the Project.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/OapJny9r_zY

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

O. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.1

DATE: October 21, 2025

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report. (30 minutes)

RECOMMENDATION

That the City Council receive the OCVB Fiscal Year 24-25 Annual Report.

(Live presentation by Oxnard Convention & Visitors Bureau President & CEO, Brittney Hendricks.)

BACKGROUND

The City of Oxnard contracts with the Oxnard Convention & Visitors Bureau ("OCVB") to market the Oxnard area to attract more visitors and tourists. This report, as required under Agreement No. 32400300, was prepared by OCVB, in conjunction with the City, and serves as the Annual Report for FY 24-25.

OCVB was initially formed in May 1974 as a non-profit 501 (c) 4 organization for the purpose of generating economic benefits to the City of Oxnard ("City") by promoting the area and attracting more visitors. The vision of the OCVB is to lead Oxnard's travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB's mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel. To promote Oxnard in primary markets and the local community, OCVB produces print, online, and social media materials, working collaboratively with neighboring Convention and Visitors Bureaus, Ventura County Coast, Central Coast Tourism Council, and Visit California to promote tourism across our region. Of importance is staying up to date on current travel trends and markets, so that the proper marketing and outreach is undertaken to maximize OCVB's efforts. OCVB's stated goals include continuing to provide connectivity between visitor sectors.

OCVB entered a new five-year agreement (Agreement No. 32400300) with the City of Oxnard effective July 1, 2024.

DISCUSSION

OCVB is what's known in the travel and tourism industry as a destination marketing organization (DMO). OCVB works hand-in-hand with the City of Oxnard and its hotels, transportation entities, restaurants, retailers, attractions, historic districts and more.

Mission: To promote and market Oxnard as a premier leisure and business travel destination, bringing significant economic and social benefits to our community.

Brand Promise: Oxnard promises an unforgettable escape where culture, coastline and community converge. Rooted in diversity of cultural heritage and a deep musical soul, Oxnard offers real value for families, adventurers and group travelers alike. OCVB invites visitors to experience a vibrant blend of tradition, rhythm and outdoor discovery, all in a destination that feels as welcoming as it is authentic. This is how OCVB drives tourism, deepens connection and grows lasting visitor engagement.

Values: OCVB's promise goes beyond the visit. It's rooted in truth, inclusion and connection. OCVB is committed to showcasing an experience that reflects the diversity of Oxnard's people and the authenticity of Oxnard as a place. OCVB values representation in storytelling, sensitivity in outreach and integrity in every message they share. By uplifting local businesses, honoring Oxnard residents and fostering strong relationships with community stakeholders and leaders, OCVB ensures their brand delivers not only on its promise to travelers, but on its responsibility to the community that makes Oxnard "a beat apart" from competing SoCal coastal destinations. By encouraging meaningful stays that support local hospitality and deliver real economic value, OCVB strengthens both the visitor experience and the community that welcomes them.

OCVB's mission is to drive tourism and overnight visitation by:

- 1) Building awareness of Oxnard,
- 2) Improving the perception of Oxnard to residents/visitors, and
- 3) Growing their audience.

These three high funnel/top layer activities inspire transactions.

Consistent with A-32400300, this report serves as the OCVB Annual Report for FY 24-25. Exhibit A of that agreement defines performance measures. These include:

- a. Serve as the City's official tourism agency.
- b. Develop a comprehensive marketing program.
- c. Participate in activities related to the branding of the City.

One of OCVB's slight decline key performance indicators, and the foremost method for tracking success, is through hotel statistics. Oxnard saw a in Average Daily Rates and a slight rise in Average Occupancy during FY 24-25; however, these metrics are forecasted to decline industrywide in the coming fiscal year as a result of greater economic forces, and OCVB is poised to pivot as necessary to accommodate fluctuations in budget receipts. Oxnard continues to lead Ventura County on Average Daily Rate and Revenue Per Available Room.

FY 24-25 hotel statistics are as follows:

- FY 24-25 Average Daily Rate is at \$183.43, which is down 0.05% from \$184.35 the previous fiscal year. Tourism Economics projects that Average Daily Rate in Oxnard will be stagnant or decline slightly each year through 2027, with a growth in supply (rooms) over the same three years.
- FY 24-25 Average Occupancy is at 67.9%, up 0.02% from 66.3% the previous fiscal year. Tourism Economics projects that Occupancy in Oxnard will be stagnant or decline slightly each year through 2027, noting, again a growth over those same three years, respectively.

5-year Average Daily Rate:

FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
\$146.65	\$166.05	\$178.53	\$184.35	\$183.43

5-year Average Occupancy:

FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
61.7%	69.3%	67.6%	66.3%	67.9%

According to the 2024 Economic Impact of Travel in California report prepared by Dean Runyan Associates, direct travel spending in Ventura County increased by 3.4% in calendar year 2024 to \$1.9 billion, the highest on record. Preliminary estimates have tourism spending in Oxnard at \$369.2 million.

OCVB works with and actively promotes 8 hotel partners with 1,282 rooms.

- Best Western Oxnard Inn – 99 rooms
- Hampton Inn Channel Islands Harbor – 95 rooms
- Hilton Garden Inn Oxnard – 170 rooms
- Holiday Inn Oxnard North – 166 rooms
- Homewood Suites – 129 rooms
- Staybridge Suites Oxnard River Ridge – 252 rooms
- TownePlace Suites – 121 rooms
- Zachari Dunes on Mandalay Beach – 250 rooms

Three new hotel properties are in various stages of approvals and construction in Oxnard. These hotels will increase the available hotel rooms by 424 units, a 33% increase in available hotel rooms.

- SpringHill Suites: under construction; 121 rooms; expected to open in early 2026.
- Tru by Hilton: under construction; 88 rooms; estimated to open in late 2026, if not later
- Hotel Project at Channel Islands Harbor: County of Ventura Project; 215 rooms; open date is TBD.

Improvements & Activities (FY 24-25)

Each fiscal year, OCVB creates a forward-looking annual marketing plan for distribution to its Board of Directors, City Council, key strategic partners and internal staff. This document serves as a guide for OCVB staff on its efforts for the coming year. The document includes an overview of industry research on travel spending; strategic approach to the coming fiscal year; identification of top markets and how success will be measured in reaching those audiences; planned tactics across owned, earned and paid channels; meetings and groups strategy; industry relations and board and committee involvement; signature events and more.

The following tactics outline the improvements and activities in FY 24-25 and are provided in accordance with Oxnard Tourism Marketing District (OTMD) Annual Report requirements. The cost of providing the improvements and activities for FY 24-25 is \$1,237,573

1. OCVB continues to have a strong social media presence with more than 76.9K combined followers (up from 72.1k in last year's report) across Facebook and Instagram, plus 5,713 followers and subscribers (up from 4,934 in last year's report) across Twitter, YouTube, Spotify, Pinterest, LinkedIn and TikTok. Social media has been instrumental in driving community relationships, increasing destination awareness and improving perception.
2. OCVB's robust public relations strategy has, since July 1, 2024, resulted in earned coverage with top outlets including Chron.com, CNTraveler.com, kclu.com, LAParent.com, LATimes.com, NBCLosAngeles.com, Pacific Coast Business Times, Paper City Magazine, Santa Clarita Valley Signal, SoCal Life Magazine, Sunset Magazine, Texas Lifestyle Magazine, VC Reporter, VCStar.com, VisitCalifornia.com and more. Broadcast and radio interviews/coverage on ABC 10 News San Diego, KTLA 5 News, KEYT News, Spectrum News, The Mambo in the Morning Show, The Super Cowboy Show and more.
3. The OCVB general tourism e-newsletter has 14.1k e-subscribers with up to a 56% average open rate (travel industry average for 2025 is approximately 15.7% according to Promodo and confirmed by MediaMax). This e-newsletter is circulated monthly to drive awareness of Oxnard's latest hospitality news, seasonal events and tourism business offerings, from the hospitality sector including hotels, attractions and local restaurants.
4. Compared to FY 23-24, the metric for visitoxnard.com website users decreased by 15.2% to 419,493 users. Sessions decreased by 17.2% to 517,363 sessions, and pageviews were down 15.3% to 877,859 pageviews. These declines are largely due to the rise of AI search. Despite decreases in direct overall viewership metrics and an increase on cost per impression on paid media, OCVB's efforts have shifted toward attracting more engaged users and higher-quality website sessions rather than focusing solely on volume. With a full fiscal year of reporting now completed in Google Analytics 4, OCVB is able to better evaluate user interaction through engagement rate tracking on visitoxnard.com. Results show a 3.84% increase in engaged users in Year Over Year (YOY) comparison, with a total of 246,115 engaged sessions

recorded. This shift in strategy is delivering more highly engaged traffic by prioritizing audiences who are actively seeking travel inspiration, event information and trip-planning resources, rather than broad impressions with limited interaction. By refining audience targeting and creative strategy, OCVB is attracting users who spend more time on the site, explore multiple pages and return for additional sessions. These behaviors indicate a stronger intent to visit Oxnard and greater value to community partners, compared to users who may click through but quickly exit without meaningful interaction. The top 10 geographic referrals to visitoxnard.com during FY 24-25 were Los Angeles, Oxnard, San Jose, Dallas, Ventura, San Diego, Thousand Oaks, Mexico, Phoenix, Inland Empire and Camarillo.

5. OCVB complements its paid media programming with a content and SEO strategy that monitors and tracks key events and page conversions on visitoxnard.com. During FY 24-25, these key events included 29k clicks to Oxnard business listings, 1.4k clicks to call Oxnard businesses, 2.7k digital visitor guide views, 2.3k digital visitor guide requests, 1.6k clicks to check hotel rates, 1.2k clicks to book [Oxnard hotels] now and 515 e-newsletter sign-ups. New pages and content updates are instrumental in driving organic improvements to these metrics. Pages created/optimized during FY 24-25 included: 7 new pages, 507 improved page titles, 312 ALT Tags and 1,169 additional schema records have been published to the site. In addition to optimizing key content pages and creating new content, OCVB continued traditional SEO efforts like finding new broken backlinks and implemented a new management tool that allowed OCVB to expand efforts with NextGen SEO tactics optimized for AI.

6. OCVB engaged in paid media programming with two marketing agencies Madden Media (campaign dates July 1, 2024, through December 31, 2024) and Search Party (campaign dates January 1, 2025, through June 30, 2025). Marketing efforts with Madden Media resulted in omni-channel media placements meeting the following performance metrics: Google search engine marketing (SEM) (leisure focused) – 35,392 clicks and 629,290 impressions; Google SEM/remarking lists for search ads (RLSA) (meetings focused) – 23,028 clicks and 324,252 impressions; Google Prospecting – 6,141,508 impressions; Meta Prospecting – 19,200 clicks and 1.62+ million impressions. Midway through the year, OCVB moved to work with a different agency, Search Party, which resulted in performance metrics that exceeded those set with Madden Media. Paid Search campaigns achieved an exceptional 8.17% click through rate (CTR) with a 10.58% conversion rate, surpassing industry benchmarks and driving qualified traffic directly to Oxnard's tourism assets. Display Retargeting delivered a strong 7.52% conversion rate, efficiently re-engaging interested travelers, while Display Prospecting expanded Oxnard's reach with 7.85+ million impressions to new audiences. Paid Social efforts complemented this success, generating 14,619 site visits from Meta campaigns, alongside 8.23% engagement rate and steady key event completions from high-value actions (lodging clicks, visitor guide downloads). These results showcase how OCVB's switch to Search Party has driven not only strong visibility, but measurable visitor intent and action.

7. In addition to the digital marketing tactics noted above, OCVB participated in paid media placements, including sponsored editorial and display campaigns with The Fader (500k impressions), Stereogum (3M views per month, 3k clicks), Sunset Magazine (528k impressions), American Songwriter (166.3k impressions, 6.8k clicks), Small Market Meetings (7.1k views, 177 clicks), San Diego Magazine (41.7k impressions), Travel Guide to California (122k impressions), LA Parent (118.2k impressions), Mommy Poppins (200k page views) and dedicated e-marketing campaigns with Visit California (over 240k subscribers), Cal SAE (3.8k subscribers), Northstar Meetings Group (15k subscribers), Christian Meetings and Convention Association (650 subscribers), a banner ad with All About Local Ventura County promoting the 2024-2025 Visit Oxnard Visitor Guide and a 3-month Expedia campaign promoting Oxnard hotels with a 6.8 Return on Ad Sales (ROAS) – for every ad dollar spent, OCVB saw approximately 7 in return – 1.502 M impressions, 1,117 clicks and 997 room nights booked.

8. OCVB continued distribution of its 2024-2025 Visit Oxnard Visitor Guide, which launched in October 2023 with 60,000 copies in circulation to 532 locations throughout California, and locally in Oxnard hotels, restaurants and attractions, as well as direct mailed to individuals requesting them.

9. OCVB ran print ads in Dreamscapes (63k circulation), VC Reporter (33k circulation), SoCal Life Magazine (25k circulation), San Diego Magazine (205k+ circulation), Sunset Magazine (187k circulation), California Travel Guide (50k circulation) and The Hotel Guide (24 million annual readership). In conjunction with paid print ads, OCVB also earned a placement for Oxnard as the back cover feature for Adventure Sports Journal (30k).

10. OCVB is greatly involved in industry relations to leverage opportunities for co-op programming. In FY 24-25, OCVB worked with Ventura County Lodging Association (VCLA) to maintain direct booking engine landing pages for visitoxnard.com, oxnard.org, thecollectionrp.com and several Oxnard events websites. These direct booking pages allow

Oxnard hotels to generate revenue directly without paying third party fees. The visitoxnard.com direct booking page alone garnered 41.7k hotel listing views and 2.2k clicks to hotel websites in FY 24-25. This metric is separate and non inclusive of visitoxnard.com hotel listing page conversions, which measured 1.6k clicks to check hotel rates and 1.2k clicks to book [Oxnard hotels] now. OCVB also participated in the California Road Trips Guide (1 million circulation), Visit California Visitor Magazine (500k circulation) and Central Coast Map (200k circulation) as co-ops in partnership with Central Coast Tourism Council.

11. Because the Cowboys are a global name and a huge draw for interest in tourism to Oxnard, OCVB invests in a robust marketing plan to grow its audience with this devoted fan base. OCVB partnered with the Cowboys in developing a comprehensive marketing plan to drive awareness and attendance from local drive markets and in key out-of-state markets, alike, with the Cowboys developing creative assets on behalf of OCVB. Promotional tactics included live broadcast interviews on KTLA, KEYT NBC's California Live and Spectrum News, radio interviews on Q95.9fm and Fox Sports Radio and radio advertising with regional Lazer Media partner stations, outdoor advertising along Highway 101, targeted digital display and search engine marketing ads, print ads in the VC Reporter, sponsored editorial with LA Parent (82.9k views) and DFW Child (1k views), a robust social media calendar with supportive ad spend, Dallas Cowboys and Visit Oxnard co-branded promo merch, a Training Camp landing page at visitoxnard.com, daily VIP pass giveaways, onsite VIP activations in partnership with Ventura County Coast, plus the organization's fourth annual Oxnard Fan Night in partnership with The Collection, starring the Dallas Cowboys Cheerleaders, Cowboys Mascot Rowdy and Cowboys standout cornerback and 10-year Dallas Cowboys veteran, Orlando Scandrick and Dallas Cowboys legend, 5x Super Bowl Champ and Hall of Famer Charles Haley.

12. OCVB accepted \$1.5 million in ARPA funds to oversee destination marketing and management projects between fiscal years 2021-2022 and 2022-2023. Although the majority of these projects have concluded, OCVB continues to support the City by managing a promotional website for Oxnard's film coordination and liaison efforts to attract major productions to Oxnard and drive economic activity. OCVB ran a full-page ad in LMGI (Location Mangers Guild International) Magazine (1.3k circulation) from June 1, 2024, through July 31, 2025, to promote filming in Oxnard to their membership. OCVB continues to serve in an advisory capacity for Oxnard's citywide wayfinding system, the design of which has been completed, and the installation phase of which is nearing completion, with program administration and oversight by the City Manager's office. OCVB is preparing to launch a video in coordination with the City recapping the wayfinding program.

13. In FY 24-25, OCVB participated in 8 meetings- and group-focused tradeshow, conducting more than 160 one-on-one appointments with meeting planners, as well as 5 leisure and travel trade shows where connections were made with thousands of potential visitors and tour operators. Events attended included: Meetings Live West, Destinations California, Small Market Meetings, Small & Boutique Meetings, Connect West, NTA Travel Exchange, CalSAE Seasonal Spectacular, Bridal & Wedding Expo, National Association of Music Merchants, Pacific Sportfishing Show, Connect Marketplace, California Cup and Destination West, where OCVB hosted a breakfast and presented Oxnard to all 150 attendees. OCVB's participation in group and leisure trade shows is a key strategy to connect with target segments that align with Oxnard's hotel offerings and to generate business from qualified meeting planners and groups seeking to book programs in Southern California and the Central Coast.

14. OCVB holds memberships, with its team serving on boards of directors and participating in committees with organizations including: Oxnard Downtown Improvement District, West Ventura County Business Alliance, Ventura County Lodging Association, Central Coast Tourism Council, CalSAE, California DMO Alliance, California Travel Association, Visit California, U.S. Travel and Destinations International. In participating with industry partners, OCVB enjoys benefits such as: access to leveraged media opportunities, having a voice in shaping advocacy initiatives that impact the industry, access to industry insights and research and elevation of the Oxnard brand for consideration and inclusion in industry-led initiatives.

15. OCVB was also recognized for their efforts in FY 24-25 receiving the following awards from industry partners:

- a. 2025 USA Today 10 Best Readers Choice Awards – No. 1 Best Beach in California - 'ololkooy Beach Park 2025
- b. 2025 Viddy Awards – Platinum Viddy Award – Long-Form Brand Video: Visit Oxnard, A Beat Apart
- c. 2024 Sunset Magazine Travel Awards – What To Do – Oxnard Taco Trail

Oxnard Tourism Marketing District ("OTMD")

This section outlines the method and basis for levying lodging assessments for the OTMD, per OTMD Annual Report requirements. Lodging business owners pursued formation of the OTMD in 2019 in order to create a dedicated revenue source devoted to marketing Oxnard as a tourist, meeting and event destination. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The OTMD includes all lodging businesses located within the boundaries of the City of Oxnard, except lodging businesses with fifty-four (54) rooms or less and RV parks. On March 5, 2019, City Council approved OCVB to form the Oxnard Tourism Marketing District ("OTMD"), which, at the time, included an annual assessment rate of one and a-half percent (1.5%) of gross room rental revenue in addition to the existing Transient Occupancy Tax (TOT), and other guest charges and fees. During this initial formation period, the OTMD raised on average approximately \$670,000 annually to be used directly to support tourism in Oxnard.

As of April 1, 2024 the OTMD district was renewed with 100% support from affected lodging businesses with a 2% assessment and a 9-year, 3-month term. The OTMD is expected to generate approximately \$975,0000 annually, with fluctuations in this amount as new hotel inventory becomes available.

5-year OTMD Annual Revenue*

FY 20-21 (1.5% TMD)	FY 21-22 (1.5% TMD)	FY 22-23 (1.5% TMD)	FY 23-24 (1.5% TMD)	FY 24-25 (2% TMD)
\$481,239	\$691,867	\$706,995	\$748,636	\$984,415

* These annual budget numbers reflect year end actuals and are solely inclusive of OTMD Annual Revenue.

For FY 24-25, OTMD lodging assessments and City general fund contributions as outlined below were the only sources of contributions to the OCVB budget. OTMD reserve funds to be carried over into FY 25/26 total \$19,998. The estimated Net Operating Income to be carried over into FY 25/26 totals \$24,933.

For FY 24-25, there were no proposed changes in the boundaries of the district or in any benefit zones or classification of businesses within the district.

OCVB Agreement

The City Council approved a five-year agreement with OCVB on February 20, 2024. That agreement was effective July 1, 2024, and expires on June 30, 2029. Given all the demands on City funds, OCVB has found that the formation of the OTMD was a vital method to achieve the goals of the organization, while at the same time reducing the City's financial assistance. Since the OTMD funding is limited to marketing the specific lodging business paying into the OTMD, it is vital that the City provide direct funding to OCVB to ensure that Oxnard as a whole is promoted as a premier leisure and business travel destination.

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 is no financial impact associated with this report. On February 20, 2024, the City Council approved an agreement with OCVB (Agreement No. 32400300) to receive the following financial contributions from the City's general fund:

1. FY 2024-25 \$318,500 in year one,
2. FY 2025-26 \$328,000 in year two (current year),
3. FY 2026-27 \$338,000 in year three,
4. FY 2027-28 \$348,000 in year four, and
5. FY 2028-29 \$358,500 in year five.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brittney Hendricks, Visit Oxnard President, Ashley Golden, Assistant City Manager

ATTACHMENTS

1. Presentation



24/25
Annual Report

TEAM VISIT OXNARD

Brittney Hendricks

President & CEO

Michelle Flippo

Operations & Business Development Manager

Daniel Cabrera

Digital & Multicultural Marketing Manager

Nino Blunt

Marketing & Office Coordinator

Elizabeth Melgoza

Director of Public Relations





24/25 BOARD & COMMITTEES

Visit Oxnard holds membership and seats on boards and committees with the following organizations:

California DMO Alliance

California Travel Association

CalSAE

Central Coast Tourism Council

Destinations International

Oxnard Downtown Improvement District

U.S. Travel

Visit California

Ventura County Lodging Association

West Ventura County Business Alliance





traordinary Board of Directors

Executive Committee

Steve Buenger, Chair
Buenger Commercial Real Estate

Kristina Brewer, Vice Chair
RE/MAX Gold Coast Property Mgmt

Julie Buffo, Secretary
Former Visit Oxnard President/CEO

Michael Tripp, Treasurer
Channel Islands Harbor, Ventura County
Harbor Department

Ashley Golden, City Manager's Office
City of Oxnard

General Board

Joe Cabral
Best Western Oxnard Inn

John Campbell
Sespe Creek Distillery

Hugo Centeno, Jr.
Churro Champ

Erik Collay
TownePlace Suites and SpringHill
Suites by Marriott

Andy Conli
West Ventura County Business Alliance

Juliana Finberg
The Collection at RiverPark

Randy Latimer
Medallion Protective Services

Glenda Rivera
Zachari Dunes on Mandalay Beach

Mark Spellman
Lazer Media

Gabe Teran
Oxnard Mayor Pro Tem

Marissa Vanderwyck
Staybridge Suites Oxnard River Ridge

Brian Tucker, Board Advisor
Ventura County Coast



OUR MISSION

To promote and market Oxnard as a premier leisure and business travel destination, bringing significant economic and social benefits to our community.

BRAND PROMISE

Oxnard is a destination that offers value to those seeking experiences in family, cultural, outdoor adventure and group travel.



THE VALUE

Oxnard is California cool, panorama-perfect, culturally authentic and vibrant beyond measure. We prioritize inclusivity, diversity and representation in marketing, ensuring sensitivity to locals and residents.

Our commitment includes:

- Ensuring our brand promise is truthful and accurate in its messaging
- Supporting local retail and hospitality businesses
- Building, maintaining and growing positive relationships with local stakeholders and government officials





Oxnard's array of hotels and meeting spaces is already great—and it's growing!

Visit Oxnard works with and actively promotes *8 hotel partners with 1,282 rooms.*





OWNED MEDIA



Website Metrics

OWNED MEDIA





Website Metrics

23/24

FY/FY

24/25

625K

SESSIONS

518K

1.0M

PAGE VIEWS

878M

494K

USERS

420K

1.66

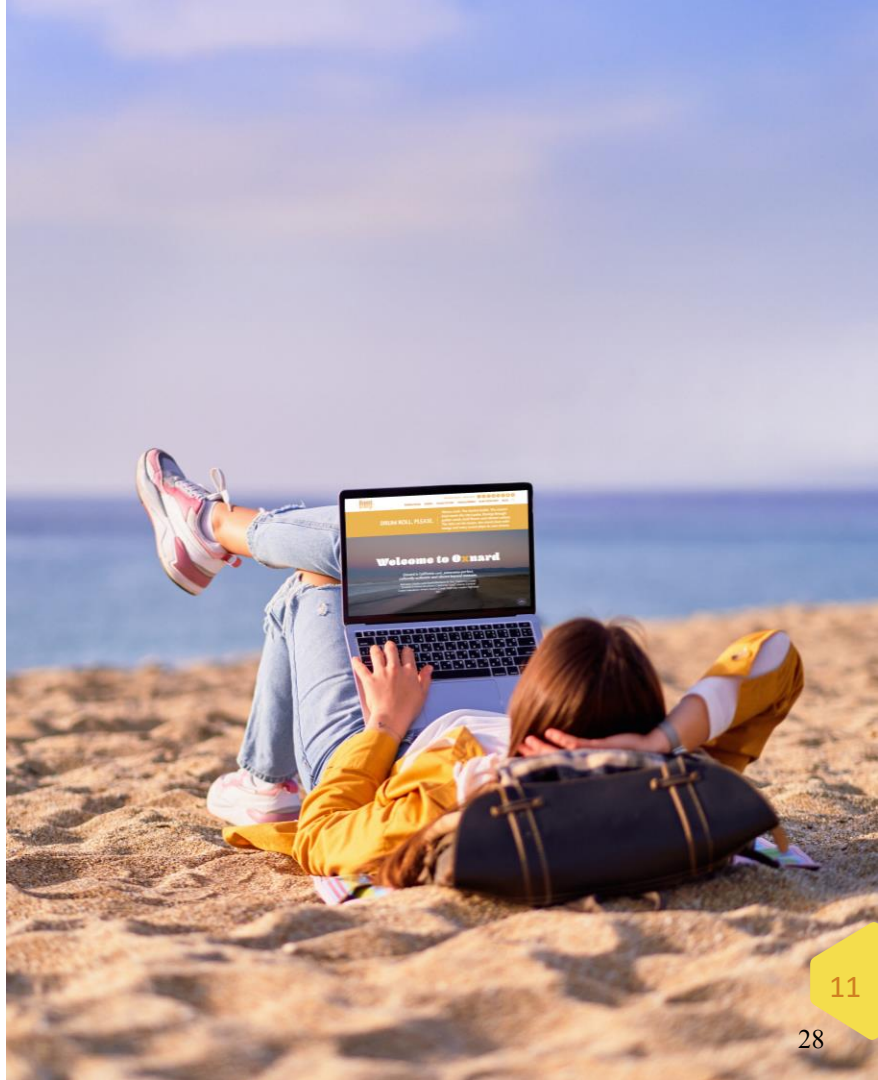
PAGES/SESSION

1.95

:41

AVG SESSION/MIN

2:18





LIVE CAM

The Oxnard Weather forecast says it's sunny but, you're curious about visibility.



Weather in Oxnard

Check our live cam, forecast and weather stats

SEE MORE

Get the NEW Visit Oxnard Visitor Guide!

×

It's here! Request your free copy of the NEW 2024-2025 Visit Oxnard Visitor Guide today.

[More Info](#)

[Home](#) > [Plan Your Visit](#) > [Oxnard Weather](#)

OXNARD WEATHER



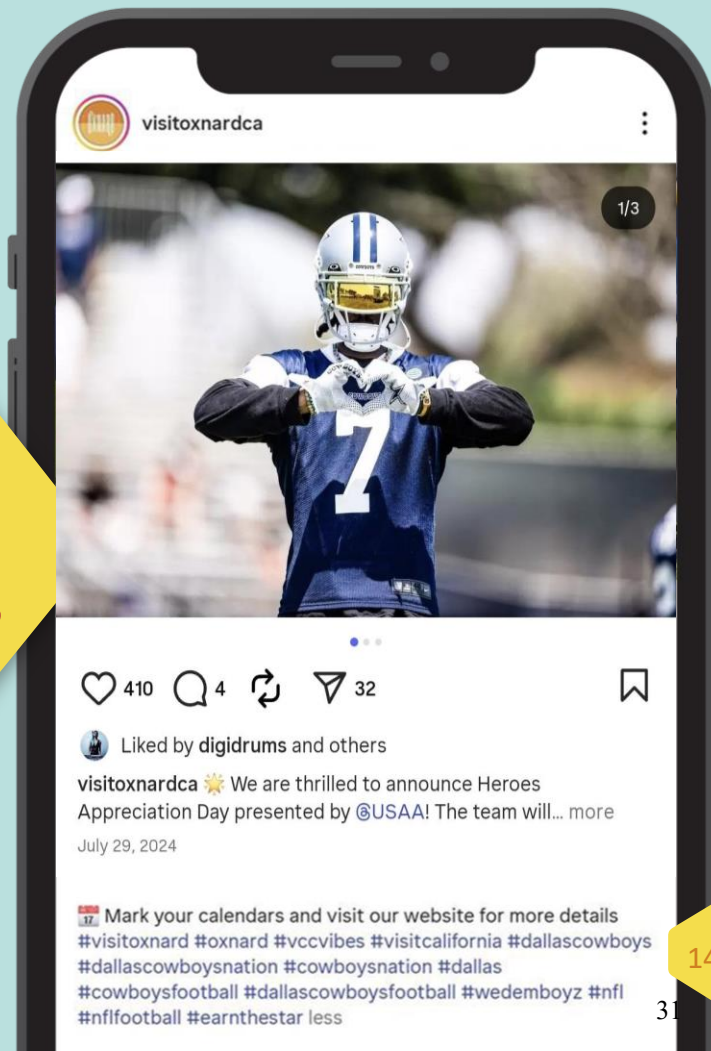
Sunny skies and beautiful year-round temperatures.



Social Media



82K+
COMBINED
FOLLOWERS



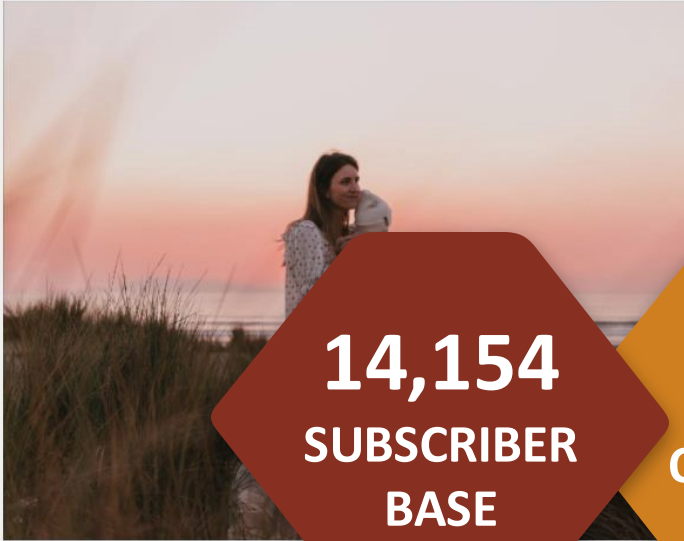
14

31



Email Marketing

You're entered to win great Oxnard prizes! 🎉🌴
Just for being e-subscribed with Visit Oxnard 📧



14,154
SUBSCRIBER
BASE

56%
OPEN RATE

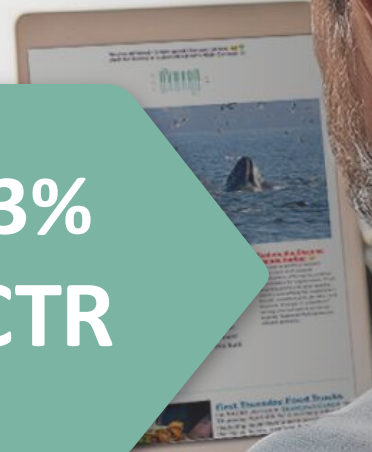
3%
CTR

Alternate text

Mother's Day Activities in Oxnard

Having trouble deciding what to do or what to gift mom this Mother's Day? 🕒 Plan mom the ultimate fun-filled or relaxing weekend in Oxnard this Mother's Day. With [outdoor adventures](#), [flowerful local spots](#) and some of the best

Mother's Day Brunch
... Mom to a delightful
Mother's Day brunch she won't forget! Make her day special with a harbor view dining experience at the [Waterside Restaurant](#) or oceanfront at [Ox & Ocean](#). Reserve your spot to ensure you and your mom have a fantastic time together.

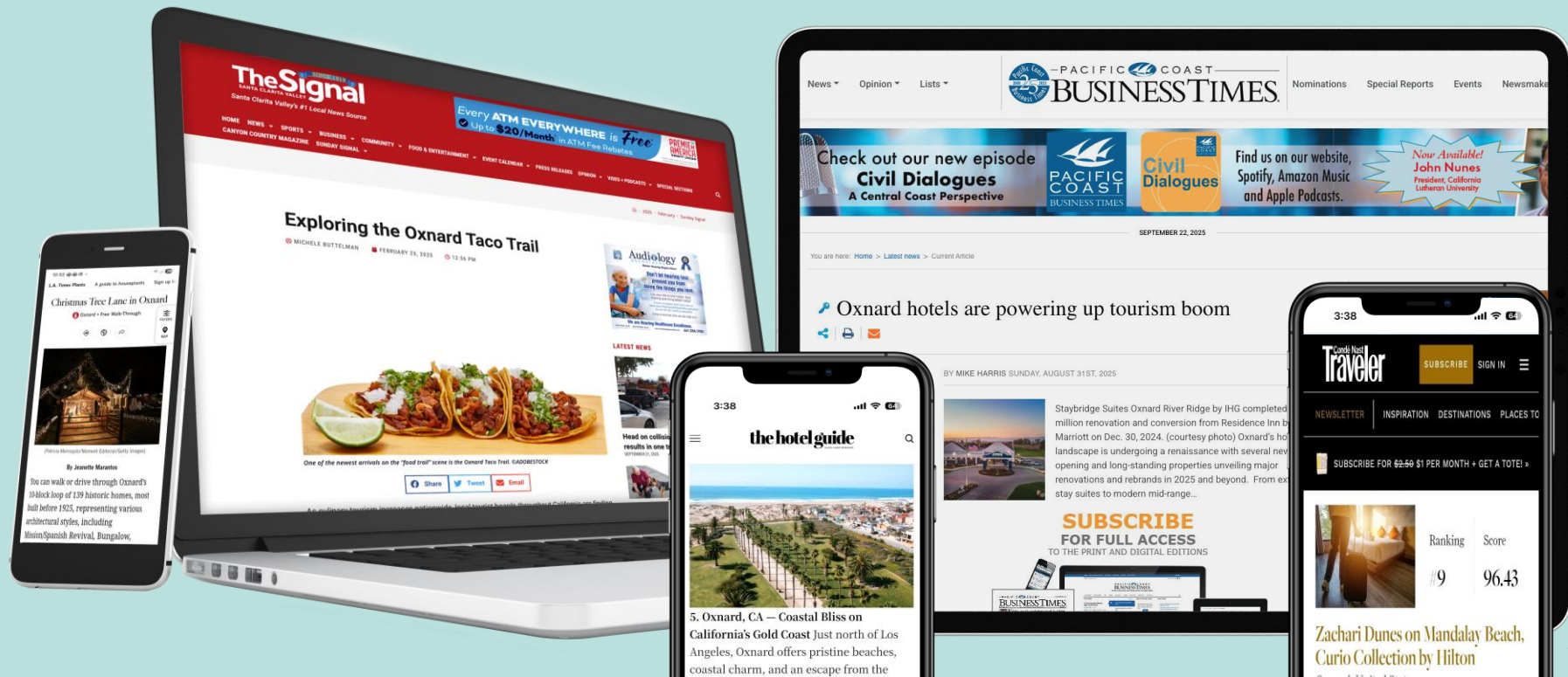




EARNED MEDIA



Digital Coverage





Print Coverage

SoCal Life Magazine – 25,000 per issue distribution

Most retail newsstands across SoCal, including LAX

- *Upscale spas, hair salons and medical offices*
- *A large subscriber base across the U.S.*
- *Featured at 300+ luxury hotels in SoCal*

Sunset Magazine – 160,000 per issue circulation

Including Print, Digital, and Newsstands

- *Additional 36,552 Apple+ Subscribers*
- *Estimated 557,645 monthly readership*
- *Subscription based model drives a premium audience*





Press Releases

Dallas Cowboys Return to Oxnard

July 2024

Suntex Acquires Marine Emporium Landing

August 2024

Fall Festivities and Seasonal Events

October 2024

Holiday Happenings

December 2024

Music Tourism

March 2025

Tourism Economic Report

May 2025

Dallas Cowboys Return to Oxnard for 2024 Summer Training Camp

Visit Oxnard Unveils Schedule for Annual Dallas Cowboys Training Camp and Oxnard Fan Night, Including Los Angeles Rams Scrimmage

For Immediate Release

Media Contact: Elizabeth Maxim Melgoza, Visit Oxnard, 805-844-1463, elizabethmaxim@gmail.com

Oxnard, CA (July 11, 2024) – The highly-anticipated [Dallas Cowboys Training Camp](#) is returning to Oxnard, Calif. this summer, kicking off with the first open practice on Thursday, July 25, 2024. This annual, family-friendly experience will offer a total of 17 open practices, which is more than has ever been offered before, giving fans the chance to watch the professional football players in action as they train for their upcoming season.

"We are so excited to welcome America's Team back to Oxnard this summer," said Julie Mino Buffo, President & CEO of Visit Oxnard. "The Dallas Cowboys continue to return to Oxnard for their summer training camp year after year, which is a testament to our wonderful destination and engaged community. With five extra days of camp – more open practices than we've ever had – this year is sure to be one for the books!"

Dallas Cowboys practices will be held at the River Ridge Playing Fields located at 2501 Ventura Road, and the majority will be open to the public with free admission. Open practices commence on Thursday, July 25 at 11:30am and continue through Wednesday, August 21.

On Friday, July 26, Visit Oxnard will host its third annual Oxnard Fan Night at The Collection at RiverPark from 4:00-6:00pm. The Dallas Cowboys Cheerleaders will be performing, signing autographs and taking photos with fans, and freestyle rap artist Zeale will return as MC to energize the crowd with Cowboys inspired games and trivia. Attendees will also enjoy an appearance by Cowboys mascot Rowdy, and an appearance by local Oxnard hip hop dance crew Alias Dance Family.

Opening ceremonies and special fan event, *Cowboys Back Together* weekend, will be held on Saturday, July 27, with doors opening at 9:00am and Sunday, July 28. Fans can enjoy live music, appearances by Dallas Cowboys alumni, Dallas Cowboys mascot Rowdy, a Dallas Cowboys Cheerleaders autograph signing, exclusive merchandise deals, prizes, giveaways and more! The opening ceremony will take place at 10:00am, including a performance by the Dallas Cowboys Cheerleaders and remarks from Cowboys Owner, President and General Manager Jerry Jones, before the open practice session at 10:30am. *Cowboys Back Together* weekend will continue on Sunday, July 28, with open practice at 11:30am.

Also on Sunday, July 28 is the popular DCC Dance Clinic, welcoming children ages 6 to 16 to join the Dallas Cowboys Cheerleaders for an afternoon dance camp at Rio Mesa High School.

3600 Harbor Blvd. #469, Oxnard, Ca 93003

VisitOxnard.com

EARNED MEDIA



BROADCAST & RADIO COVERAGE

LIVE

JACQUELINE SARKISSIAN @jmsarkissian

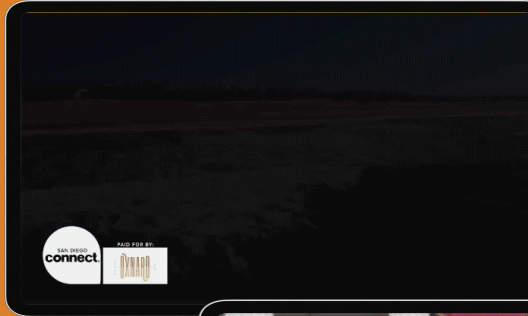
MORNING NEWS

KTLA 5

HEADLINES | vists want aging L.A. Zoo elephants sent to sanctuary | ktla.com | Southern C 57° 6:42A

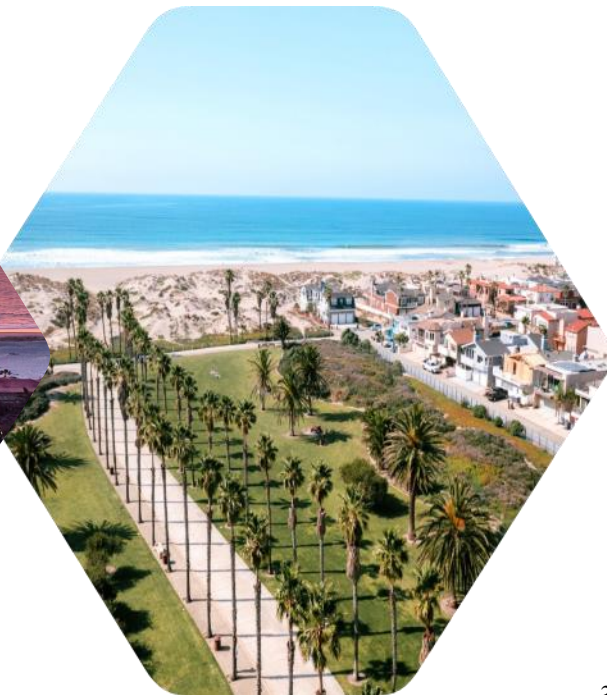


BROADCAST & RADIO COVERAGE





Honors & Awards



2025 Platinum Viddy Award - Visit Oxnard:

*A Beat Apart Category: Non-Broadcast | Short Form
Web Videos < 3 Minutes | 242. Travel / Adventure*

VIDDY AWARDS
HONORING VIDEO EXCELLENCE IN A DIGITAL WORLD
2025 PLATINUM WINNER





Honors & Awards



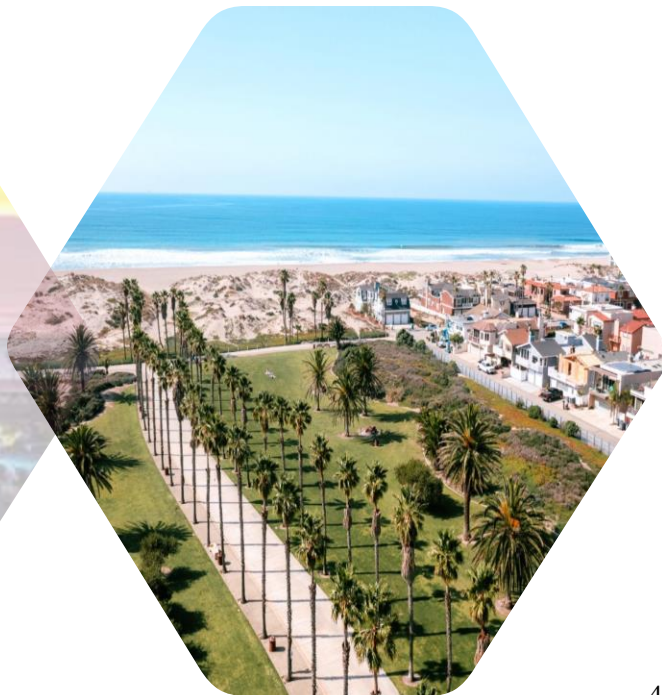
WE WON



WE WON!



Honors & Awards



'OLOL'KOY BEACH PARK (OXNARD BEACH PARK)

#1 BEST BEACH IN CALIFORNIA

FOR THE THIRD YEAR IN A ROW

~ USA Today's 10Best Reader's Choice Awards, 2025





PAID MEDIA

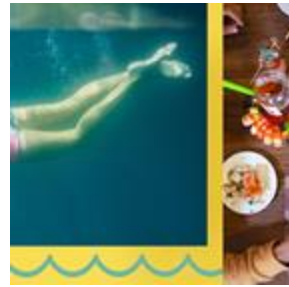


Madden | Always On Digital

MORE THAN
MEETS THE
Ocean

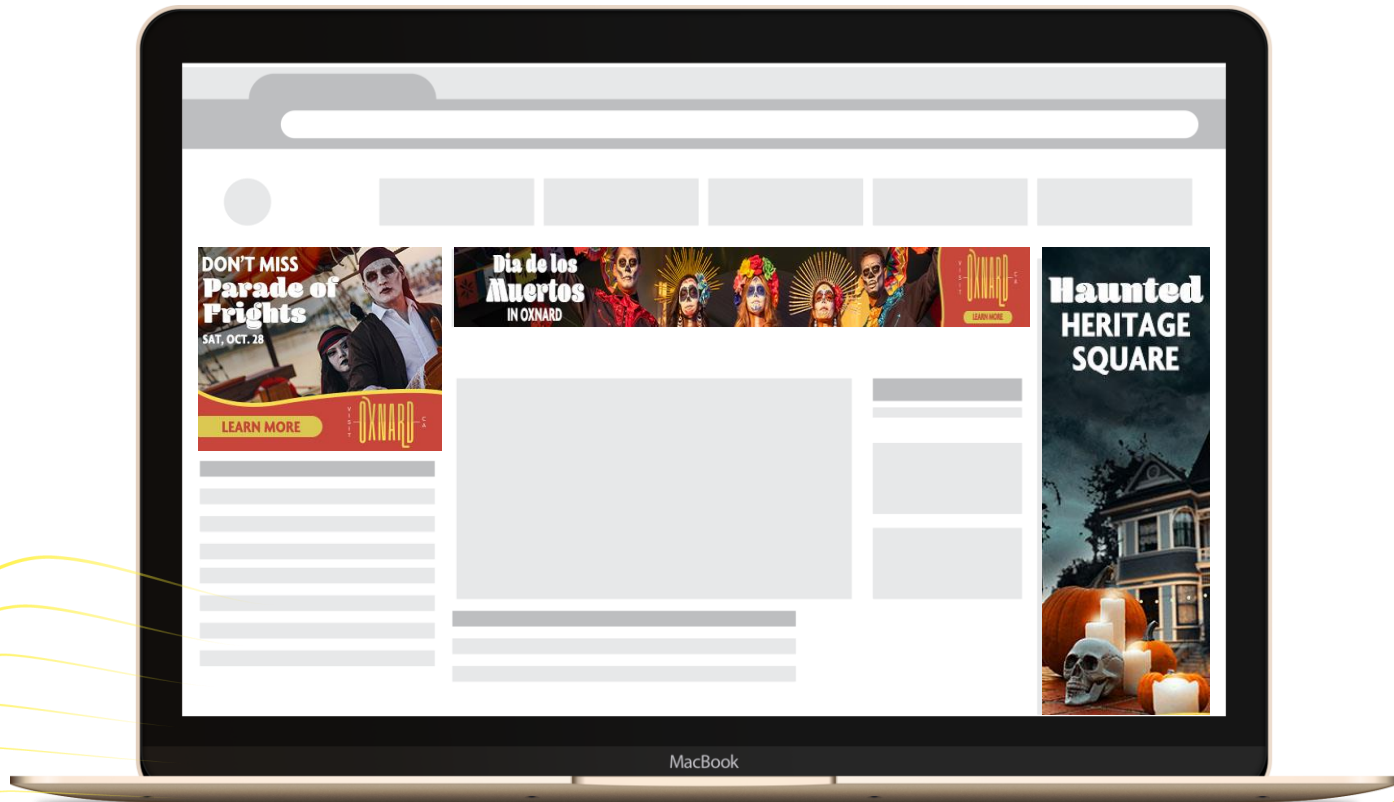


FLIP *the* **SCRIPT**



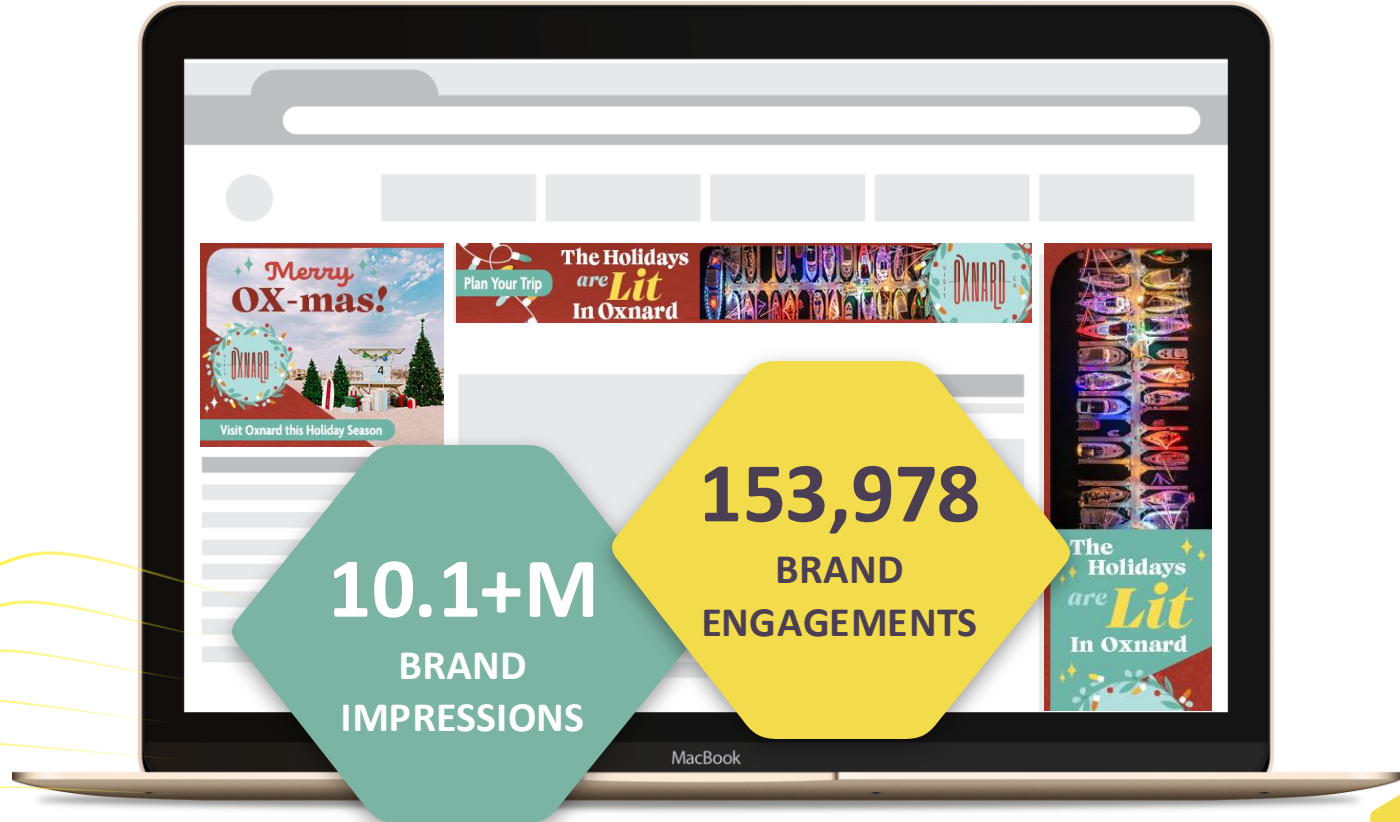


Seasonal



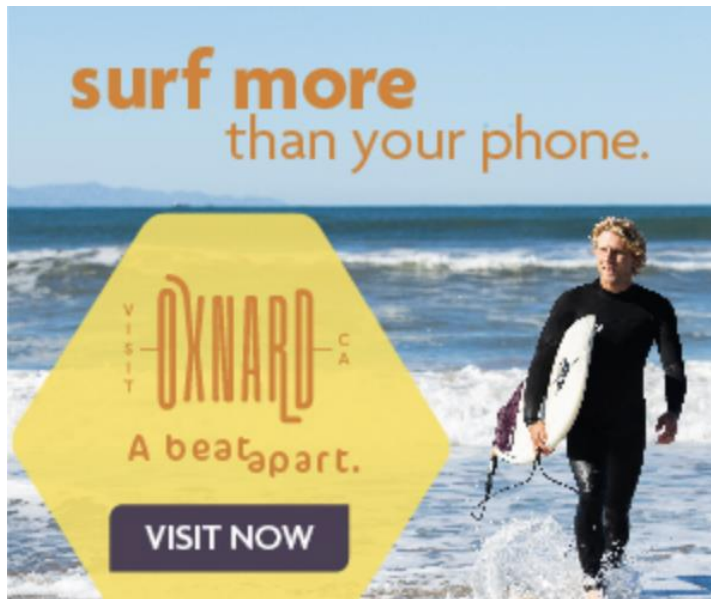
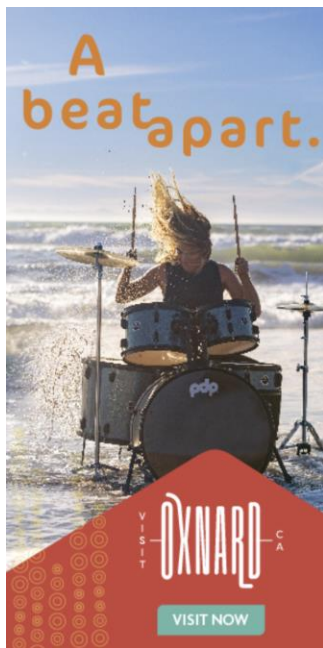


Seasonal



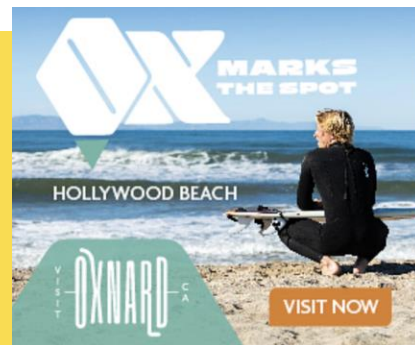
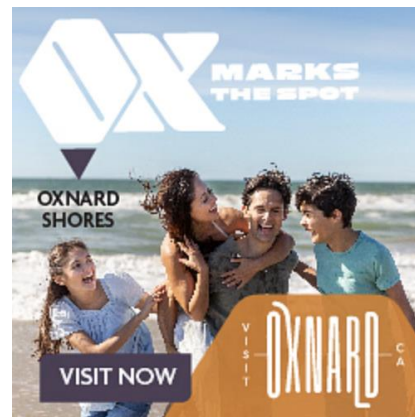


Search Party | Digital Consideration



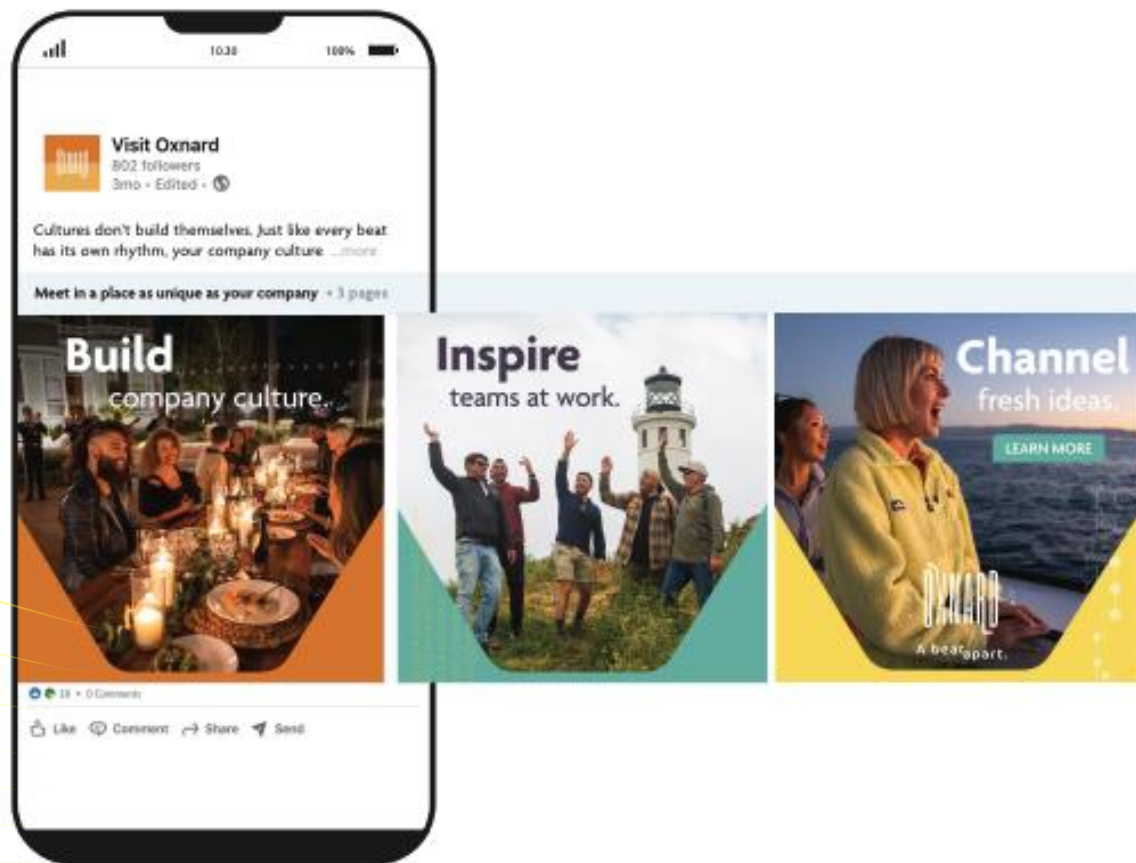


Digital Retargeting Inspiration

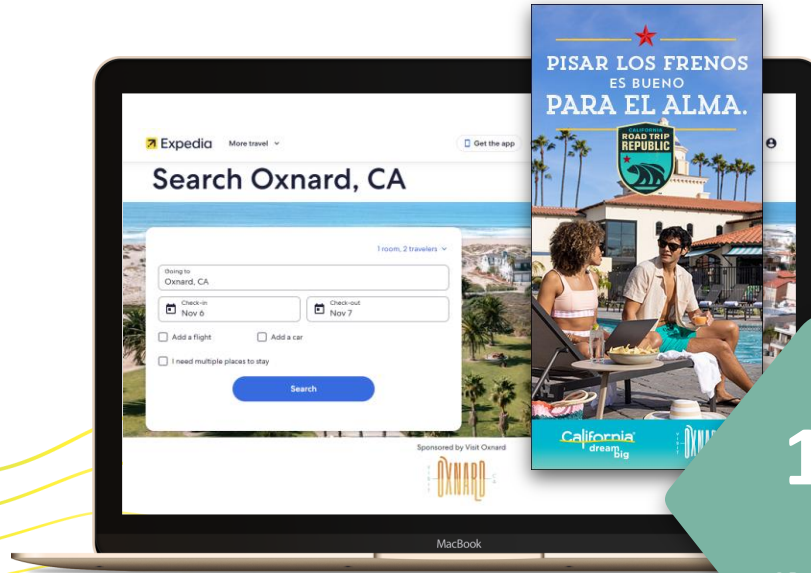




LinkedIn Ads



Targeted Digital Campaign with Expedia



997
ROOM NIGHTS
BOOKED

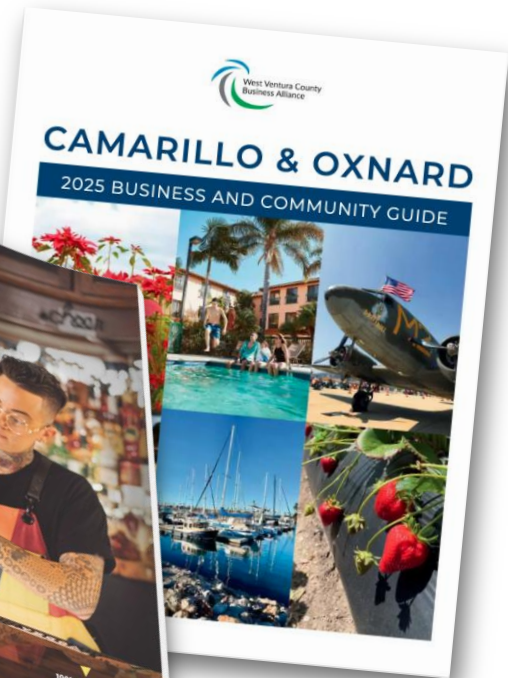
1.5+M
BRAND
IMPRESSIONS













Visit CA 2024 California Visitor Guide
(Central Coast Co-Op)
– **Circulation 500 K**

Central Coast Tourism Council Visitors
Map 2024 – **Circulation 200 K**

Visit CA 2024 Road Trips Guide
(Central Coast Co-Op) – **Circulation 1 M**





- Collection LED Billboard
- Highway 101 Billboard





MEETINGS & TRADESHOWS

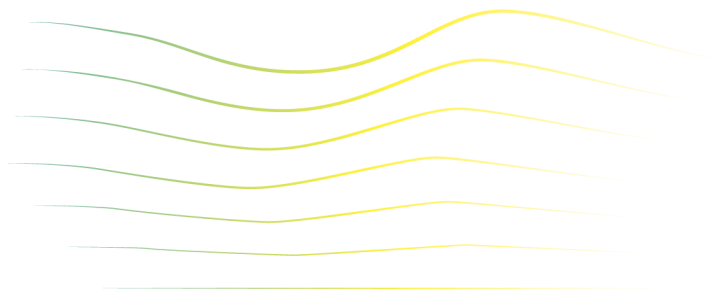
MEETING & EVENT PLANNING GUIDE



VISIT
OXNARD
CA
A beat_apart.



2024/25 Tradeshaw Schedule



Meetings Live West

Boise, ID
August 4-7, 2024

Destinations California

Huntington Beach, CA
September 5-7, 2024

Small Market Meetings

St George, UT
September 25-27, 2024

Small & Boutique Meetings

South Lake Tahoe, CA
October 27-29, 2024

Connect West

Los Angeles, CA
November 6-8, 2024

NTA Travel Exchange

Huntsville, AL
November 17-20, 2024

CalSAE Seasonal Spectacular

Sacramento, CA
December 4-5, 2024

Bridal & Wedding Expo

Los Angeles, CA
January 12, 2025

National Association of Music Merchants

Anaheim, CA
January 21-25, 2025

Pacific Sportfishing Show

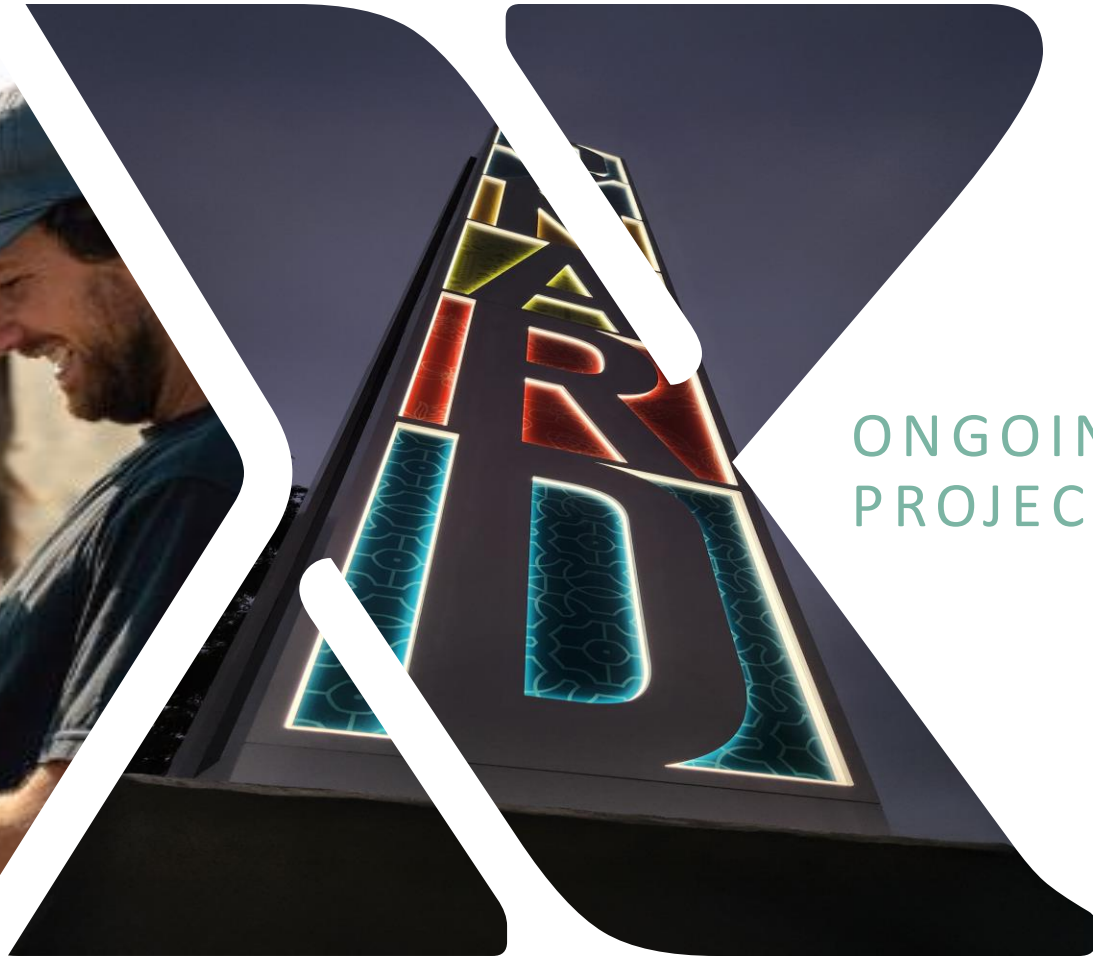
Costa Mesa, CA
March 6-9, 2025

Connect Marketplace

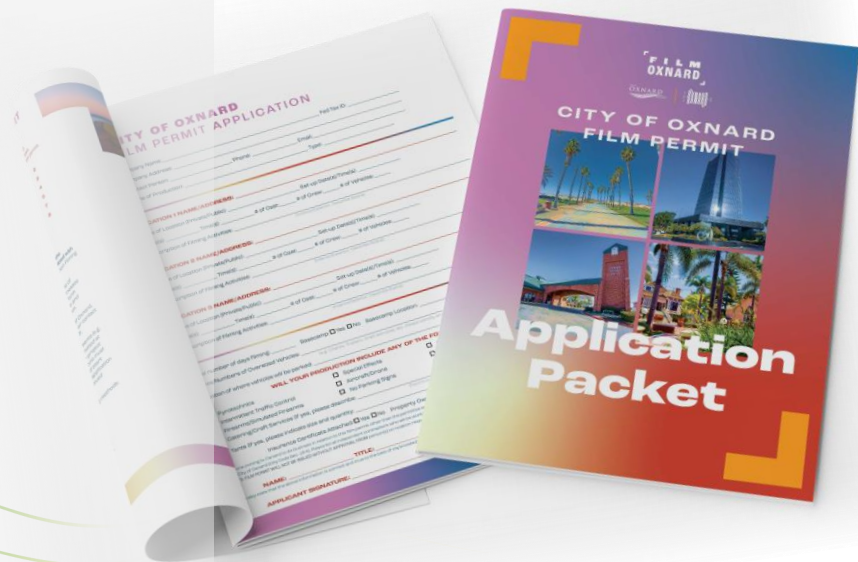
Las Vegas, NV
April 22-24, 2025

Destination West

Colorado Springs, CO
April 27-29



ONGOING
PROJECTS



CITYWIDE WAYFINDING PROGRAM





SIGNATURE EVENT



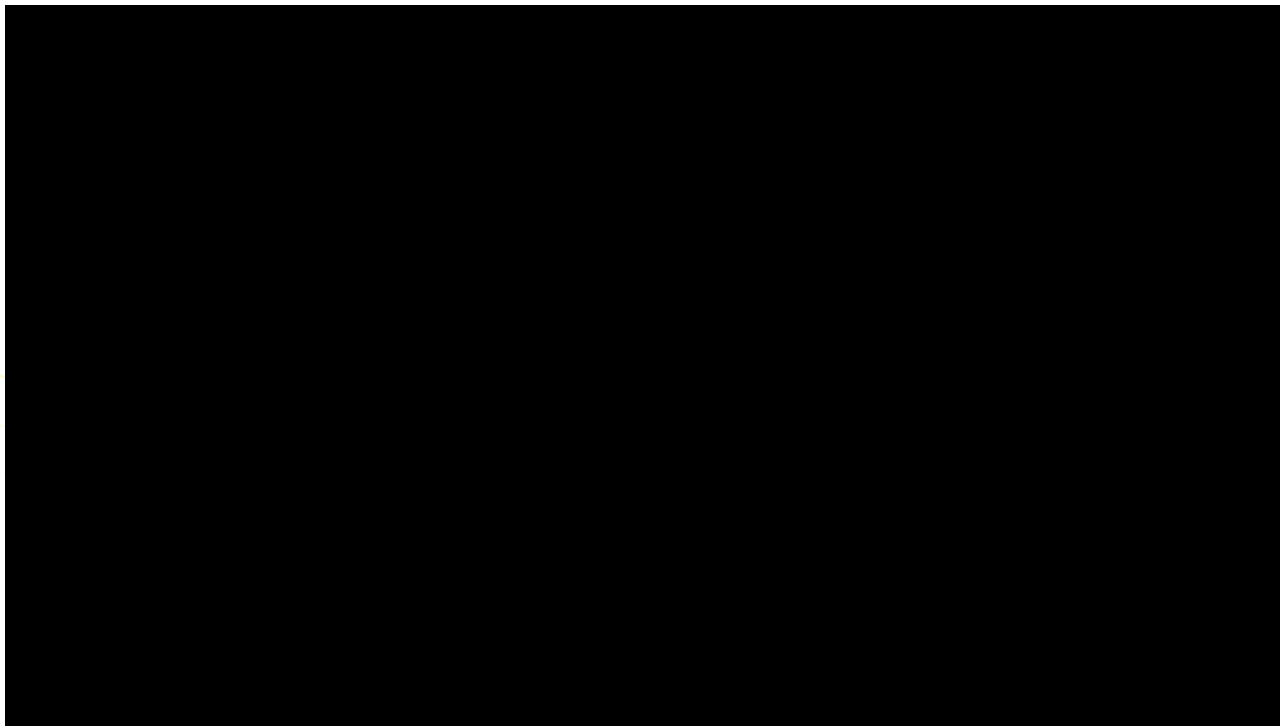


PROMOTIONAL TACTICS INCLUDED:

- ★ Live broadcast interviews on KTLA, KEYT, NBC's California Live and Spectrum News
- ★ Radio interviews on Q95.9 FM and Fox Sports Radio and
- ★ Radio advertising with regional Lazer Media partner stations
- ★ Outdoor advertising along Highway 101
- ★ Targeted digital display and SEM ads
- ★ Print ads in the VC Reporter and Sponsored Editorial with LA Parent and DFW Child
- ★ A robust social media calendar with supportive ad spend
- ★ Dallas Cowboys x Visit Oxnard branded promo merch
- ★ Training Camp landing page at VisitOxnard.com
- ★ Daily VIP Pass giveaways

DRUM ROLL, *PLEASE.*

A major milestone in early 2025, was the launch of the “A Beat Apart” brand campaign, celebrating Oxnard’s unique rhythm and character. This was supported by the “OX Marks The Spot” extension, spotlighting hidden gems and local experiences.

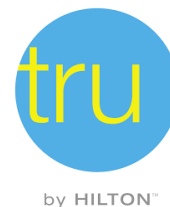




LOOKING
FORWARD



Three New Hotel Properties featuring *424 new hotel rooms* *coming soon!*



UPCOMING



Collaborative Micro Campaign

In partnership with content creators The Best Drink Ever, which will feature local bartenders invited to Sespe Creek Distillery to make signature cocktails inspired by Oxnard!



Karl's Adventure Village

A highly anticipated family friendly experience is slated to open in Spring 2028.



Website Rebuild w/ Tempest

Visit Oxnard is scheduled to start building a new website with Tempest in November 2025. Upon completion, a new email template will follow.



Launching the Visit CA Star Program

The Visit California Star Program connects travel advisors with global clients through a digital platform, offering marketing tools and access to a worldwide network of sellers.



Operational Updates

Partnering with iDSS for an internal audit of our organizational processes to build out SOPs and streamline operations.

MARKETING PLAN

25/26

VISIT OXNARD CA
A beatapart.





V
I
S
I
T

OXNARD

C
A



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.2

DATE: October 21, 2025

TO: City Council

FROM: Brenda Lopez, Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Approval of the Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2025-26 (30 minutes)

RECOMMENDATION

That the City Council approve the Downtown Oxnard Improvement Association Annual Work Plan and Budget for fiscal year 2025-26.

(Live presentation by Downtown Oxnard Improvement Association Executive Director, Abel Ramírez Magaña.)

BACKGROUND

In 2000, the City Council established the Oxnard Downtown Management District ("District"), a property-based business improvement district. The City Council adopted a resolution to approve the levy and collection of assessments against real property within the District annually. Owners of real property within the District boundaries pay a special assessment, which funds supplemental services and improvements over and above the City's baseline services.

In 2019, the Oxnard Downtown Management District became a 501(c)(3), a public benefit nonprofit corporation incorporated as the Downtown Oxnard Improvement Association ("DOIA"). Shortly thereafter, in May 2021, the City of Oxnard entered into a Management and Disbursement Agreement ("Agreement") with DOIA who administers the assessment funds collected. The purpose of this Agreement is to establish the contractual relationship between the City and DOIA and each of the parties' responsibilities. In July 2024, the District was renewed for a fifth time for a five-year term which began on January 1, 2025. The District's current boundaries are reflected in Attachment 1.

The Agreement requires DOIA to submit for City Approval an "Annual Work Plan" and "Budget". In addition to this submittal, DOIA submits reports regarding the following to the City Council:

- (1) Proposed changes in the boundaries of the property and District or in any benefit zones or classification of property or businesses within the District. For Fiscal Year (FY) 2025-26, there are no proposed changes in boundaries, benefit zones or classifications. The July 2024 renewal expanded the District boundaries to 32 blocks, encompassing 432 parcels, as shown in Attachment 1.
- (2) The improvements, maintenance, and activities to be provided for in the fiscal year. DOIA presented the FY 2023-24 Annual Report, which highlights achievements and projects completed by DOIA, to the City Council on May 6, 2025 (Attachment 3). The FY 2024-25 Annual Report, will be presented to the City Council in Spring 2026. The proposed activities to be provided in FY 2025-26 are highlighted in the Proposed FY 2025-26 DOIA Work Plan (Attachment 4).
- (3) An estimate of the cost of providing the improvements, maintenance, and activities for the fiscal year. Attachment 4 and Attachment 5 provide a full description of DOIA's proposed activities and associated costs for FY 2025-26.
- (4) The method and basis of levying the assessment for the fiscal year. The assessment and collection of fees for FY

2025-26 was presented to the City Council on June 26, 2025 (Attachment 2).

(5) The estimated amount of any surplus or deficit revenues to be carried over from the previous fiscal year. DOIA projects to carry over \$68,339 from FY 2024-25 to the proposed FY 2025-26 in retained earnings. The projected retained earnings to be carried over from FY 2025-26 to FY 2026-27 is \$55,775. Attachment 5 highlights the DOIA FY 2025-26 complete Budget including any surplus or deficit revenues to be carried over.

(6) The estimated amount of any contributions to be made from sources other than assessments levied. DOIA's total projected revenue of \$663,076 includes \$68,339 from the previous year's retained earnings (FY 2024-25), \$581,737 from property assessments, and \$13,000 from events income. Attachment 5 highlights the DOIA FY 2025-26 complete Budget.

The purpose of this agenda item is for the Council to consider and approve the Districts' FY 2025-26 Work Plan and Budget. Based on DOIA's fiscal year, these items must be considered and approved by the Council before December 1st.

DISCUSSION

The Annual Work Plan & Fiscal Year (FY) 2025-26 Budget

For FY 2025-26, the Annual Work plan was developed over a series of meetings held by the four DOIA committees that oversee each category and consolidated and approved at a meeting of the DOIA Board of Directors held on September 18, 2025. DOIA's four committees include the Organization Administration, District Identity and Placemaking, Civil Sidewalks, and Land Use ("Committees"). For a full description of each Committee's proposed projects and activities, please see Attachment 4, proposed FY 2025-26 Work Plan.

The proposed FY 2025-26 DOIA Budget Revenue totals \$663,076 and Expenses total \$607,301.00. The projected expenses are divided into three categories corresponding with three of the four Committees to benefit businesses and real property located within the District. The purpose, goals, and budgets of each of DOIA's committees is described below.

Organization Administration

The Organization Administration Committee oversees staff and day-to-day operations which includes insurance, finance, board policies, meetings, fundraising, and government relations. The purpose of the Organization Administration Committee is to assure excellence in the management of the organization.

The proposed budget for Administration and Operations is \$170,106, or 28% of the total budget and includes salaries and wages of the executive director and program coordinator, rent, utilities, insurance, supplies, and all other items relating to the day-to-day operations of the organization. Proposed actions to be carried out by the Organization Administration Committee include the following: outreach to new members in the expanded District area, budget development, inclusive of overseeing the budget development process and providing budget oversight and monitoring, fundraising, providing educational opportunities to board members, increasing stakeholder communications, recruiting volunteers, making presentations to community organizations, hosting business networking events, updating databases, surveying merchants and property owners, applying for grants, overseeing bylaws and policies, government relations, and annual election of Board members.

District Identity and Placemaking

The goal of the District Identity and Placemaking Committee is to enhance downtown Oxnard's brand, improve public perception, add "curb appeal", and position the District as a regional business and cultural attraction. The proposed budget for District Identity and Placemaking is \$88,695 or 14.6% of the total budget, and includes advertising, installing banners, special events/event production, printing, public art, branding, increasing social media followers, website hosting, holiday décor, and installing DOIA signage on its office building facade. To facilitate these activities, this Committee will expand partnerships with local colleges, engage artists and arts organizations, create pop-up cultural experiences, promote targeted business promotions, provide guidance to third-party event organizers, and improve landscaping and container gardens.

Civil Sidewalks

The purpose of the Civil Sidewalks Committee is to ensure that a clean and safe downtown is being maintained including store frontage, public parking lots, and alleyways, and to coordinate with the Public Works and Oxnard Police departments.

Civil Sidewalks receives the largest portion of the budget. It consists of 57.4% of the total budget or \$348,500. These funds support maintenance and security contracts that enhance the District's appearance and safety. Installation of private security cameras in focused areas downtown is a notable FY 2025-26 project with the intent of reducing vagrancy, drug and alcohol use, illegal dumping, graffiti and vandalism. Proposed projects and activities include hosting monthly meetings with safe and clean stakeholders (Oxnard Police Department, Clean Team, District Safety, and Homeless Services), working with faith-based organizations on homeless outreach, providing Narcan training to staff, continuing sidewalk cleanup, organizing District cleanup events, and advocating for signs throughout the downtown area. These signs would focus on rules of order such as signs on trash enclosures warning against illegal dumping as well as signs to enhance and promote beautification in downtown.

Land Use

The Land Use Committee provides recommendations on parking, transportation, planning, zoning, new developments, and outdoor dining encroachments. Since the Land Use Committee is not allocated a budget, the focus of this Committee is to determine the best and highest use of properties downtown through active data collection. Proposed activities include compiling market data on vacant properties, compiling pedestrian and traffic data, promoting available buildings and spaces downtown as investment opportunities, activating underutilized properties, and recruiting specialty retail. Through data collection, this Committee compiles statistics that could potentially be used to market downtown to investors as well as attract new merchants since they operate in an "advisory only" capacity.

FY 2025-26 District Annual Work Plan Budget	
Annual Work Plan	FY 25-26 Allocation
Civil Sidewalks	\$348,500
District Identity	\$88,695
Administration	\$170,106
Land Use	0
Total	\$607,301

Revenue

DOIA's FY 2025-26 total projected revenue of \$663,076 includes \$68,339 in retained earnings carried over from FY 2024-25, \$581,737 from property assessments, and \$13,000 from events income.

DOIA projects to carry over \$55,775 in retained earnings to fiscal year 2026-27.

Attachment 5 highlights the DOIA FY 2025-26 complete Budget for FY 2025-26.

STRATEGIC PRIORITIES

This agenda item supports the 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

The City's adopted fiscal year 2025-26 budget allocated \$163,856.00 for payment of the assessments associated with City, Successor Agency and Parking Authority owned real properties within the District. The remaining District revenues, which are projected at \$417,881.00, will be collected by the County and paid to the City, who will then remit payment to the District from the Oxnard Downtown Mgt District Fund (561).

For Finance Use Only: General Fund (Org. 1014104 Obj. 57410); Oxnard Downtown Mgt District Fund (Org. 5618110 Obj. 57410)

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by City Council.

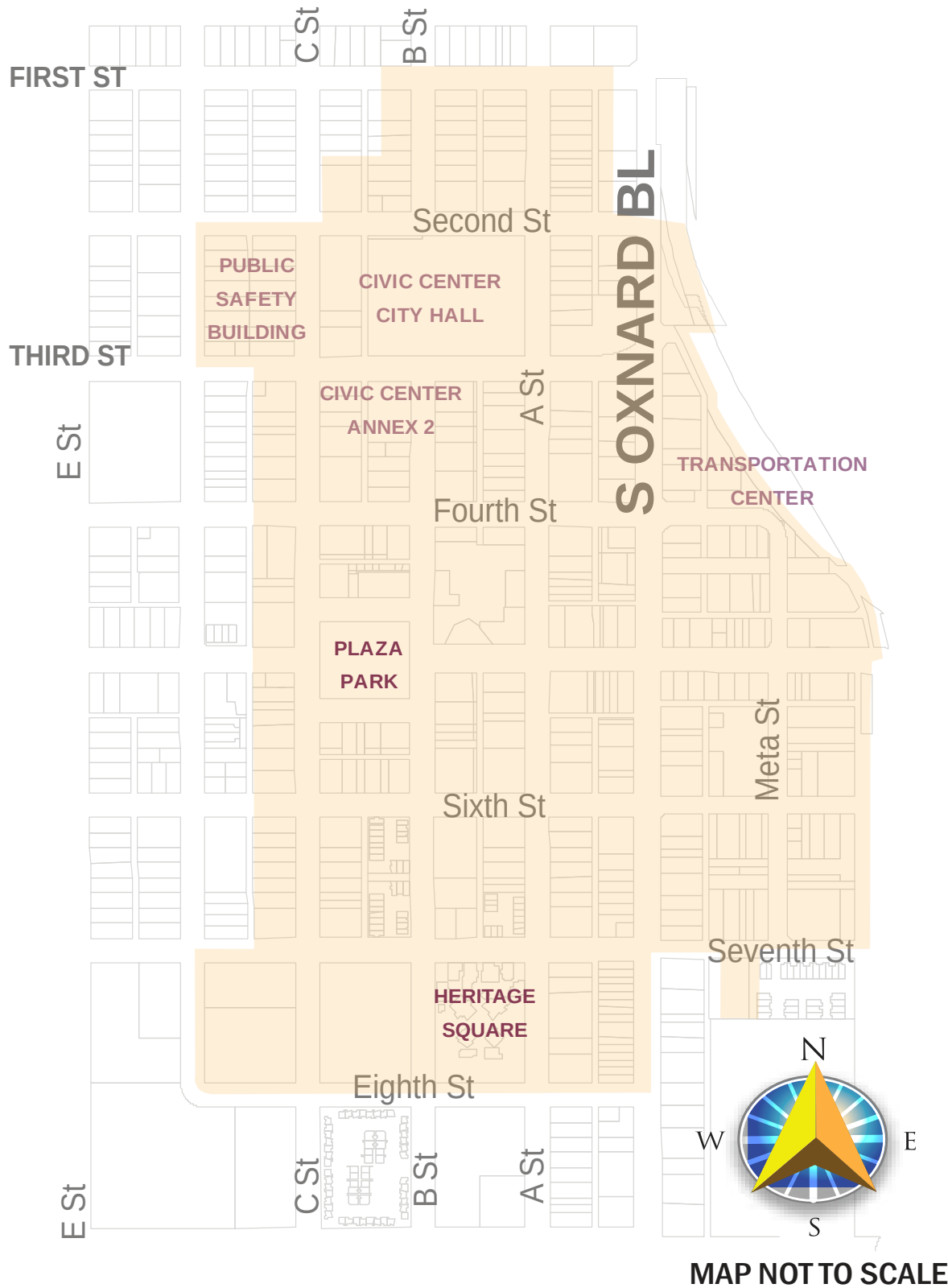
Prepared by: DOIA Executive Director, Abel Ramirez Magaña, Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1 - 2025-2029 District Boundaries
2. Attachment 2 - June 26, 2025 Staff Report w_o attachments
3. Attachment 3 - 2024 Annual Report Prepared by DOIA
4. Attachment 4 - 2025-26 DOIA Budget Workplan
5. Attachment 5 - 2025-26 DOIA Budget
6. Attachment 6 - DOIA 25-26 Presentation

OXNARD DOWNTOWN

❧ *Management District* ❧



 DISTRICT BOUNDARY



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

DOWNTOWN
EST. 1903
OXNARD

2024 IN REVIEW
PROPERTY & BUSINESS
IMPROVEMENT DISTRICT

MISSION STATEMENT

DOIA IS THE DYNAMIC STEWARD DEDICATED TO MAKING DOWNTOWN OXNARD A VIBRANT PLACE TO LIVE, WORK & PLAY

FROM THE DOIA LEADERSHIP

Dear Friends and Supporters,

What an amazing year it has been for the Downtown Oxnard Improvement Association!

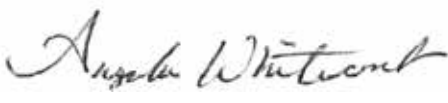
We are thrilled to celebrate a year of tremendous progress, growth, and community spirit. Thanks to the hard work and dedication of our Board, staff, and partners, we have seen significant milestones, including a remarkable surge in our district vibrancy with increased engagement from residents and visitors alike. This has allowed us to highlight the energy and unique offerings of Downtown Oxnard to a larger audience.

We also proudly mark the opening of the first new residential building in over 20 years - Central Terrace - leading a new wave of investment, furthering our goal of creating a dynamic, 24/7 urban center.

This year has also been a time of transformation in public space, with Downtown Oxnard becoming noticeably cleaner and safer. Through collaborative efforts with the Police Department and community partners, we have made strides in reducing homelessness and ensuring that our streets are welcoming to all. In addition, we have invested in professional development for our Board members, equipping them with new tools and perspectives to better serve our community.

Perhaps the most exciting achievement has been the successful renewal and expansion of our District—affirmed by the largest percentage vote in the history of the PBID. This milestone ensures that we have the resources to continue to build on this momentum and make Downtown Oxnard a place we can all be proud of.

We would like to extend our deepest gratitude to the City Council, the Police Department, City staff, and our dedicated community partners. Your continued support and collaboration have been crucial in setting the stage for an even brighter future. Together, we are paving the way for even greater accomplishments in the years to come. Thank you for being part of this incredible journey!



Angela Whitecomb
Board Chair

Abel Ramirez Magana
Executive Director

KEY ALLIANCES



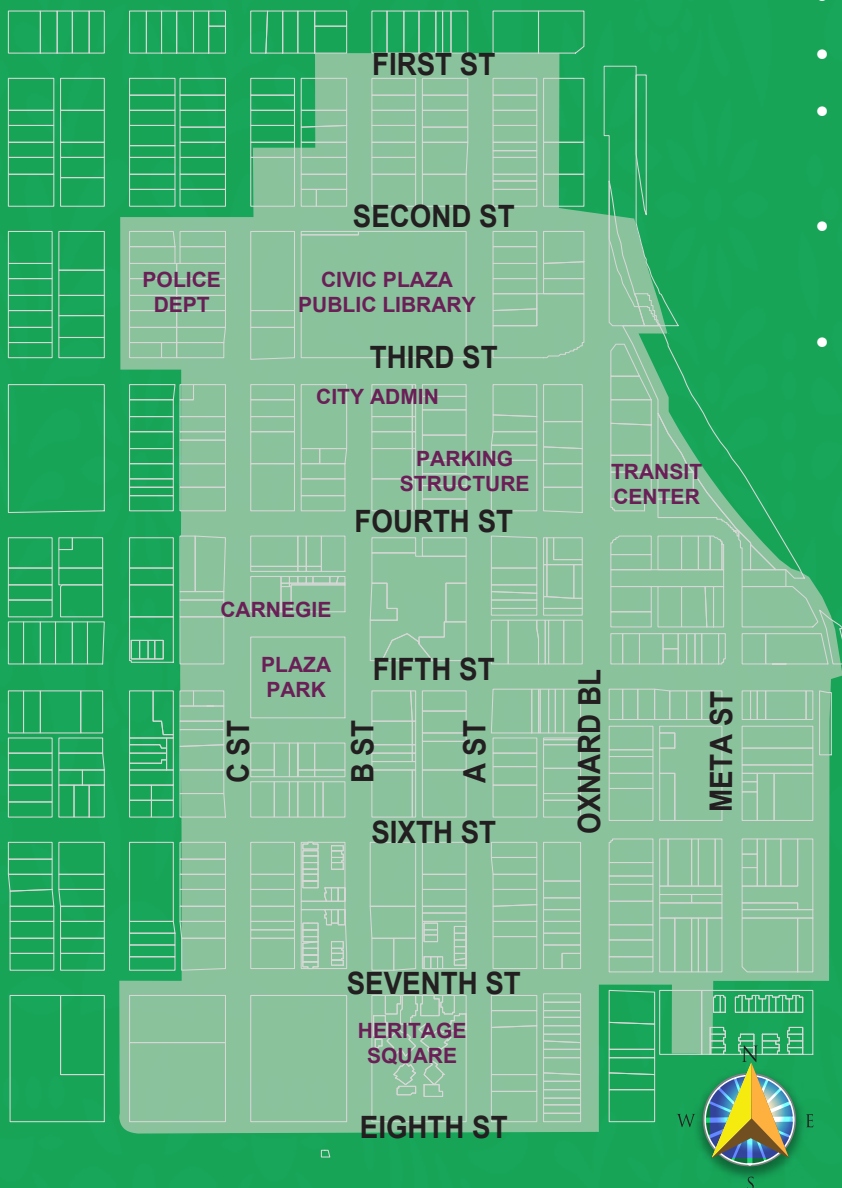
**INSPIRED LEADERS
SHAPING CITIES**

PBID SPECIAL BENEFIT ZONE

- 32 CITY BLOCKS
- 432 PARCELS
- 213 PROPERTY OWNERS
- 325+ MERCHANTS
- THE “WALKABLE DOWNTOWN”

RENEWED & EXPANDED! 88% YES VOTE

- RENEWED FOR 5 YEARS
- ADDED 2 BLOCKS
- APPROVED BY THE LARGEST MARGIN IN PBID’S HISTORY
- SUCCESSFUL CULMINATION OF A YEAR-LONG CAMPAIGN
- SUPPORTED BY COMMERCIAL, RESIDENTIAL, & NON-PROFIT PROPERTY OWNERS



2024 RENEWED & EXPANDED DISTRICT BOUNDARY



ORGANIZATION

- DOIA IS A 501C3 PUBLIC BENEFIT NON-PROFIT ORGANIZATION
- GOVERNED BY A BOARD OF INVESTED OWNERS & COMMUNITY
- 2 PERSON STAFF



ANGELA WHITECOMB
JOHN PENCE BLDG



OZZIE LOPEZ
CASA LOPEZ



LORENZO CASTILLO
EXIT CASTILLO REALTY



MARK SPELLMAN
LAZER MEDIA



WALTER BEAUMONT
CABRILLO ECONOMIC



GARY BLUM
HERITAGE SQUARE



MICHAEL DARDEN
VC RESCUE MISSION



REX LEVI
REX LEVI BROKER



MATT MANSI
ALDRSGATE INVESTMENT



EMILIO RAMIREZ
CITY OF OXNARD



DOUG SPONDELLO
CENTENNIAL PLAZA



TIFFANY LOPEZ
LOPEZ FAMILY TRUST



KIMBERLY VAZQUEZ
COVA REALTY



PRITI PATEL
CITY CENTER



50+
BOARD & COMMITTEE
MEETINGS HELD



300+
HOURS OF
VOLUNTEER SERVICE



**STRATEGIC PLANNING
SESSION NOV 2024**

DISTRICT MAINTENANCE



97,000 LBS
LITTER PICKED UP



3,664
TAGS GRAFFITI &
STICKERS REMOVED



140
BLOCKS
PRESSURE WASHED



212
HOMELESS OUTREACH



97
VISITOR DIRECTIONS
PROVIDED

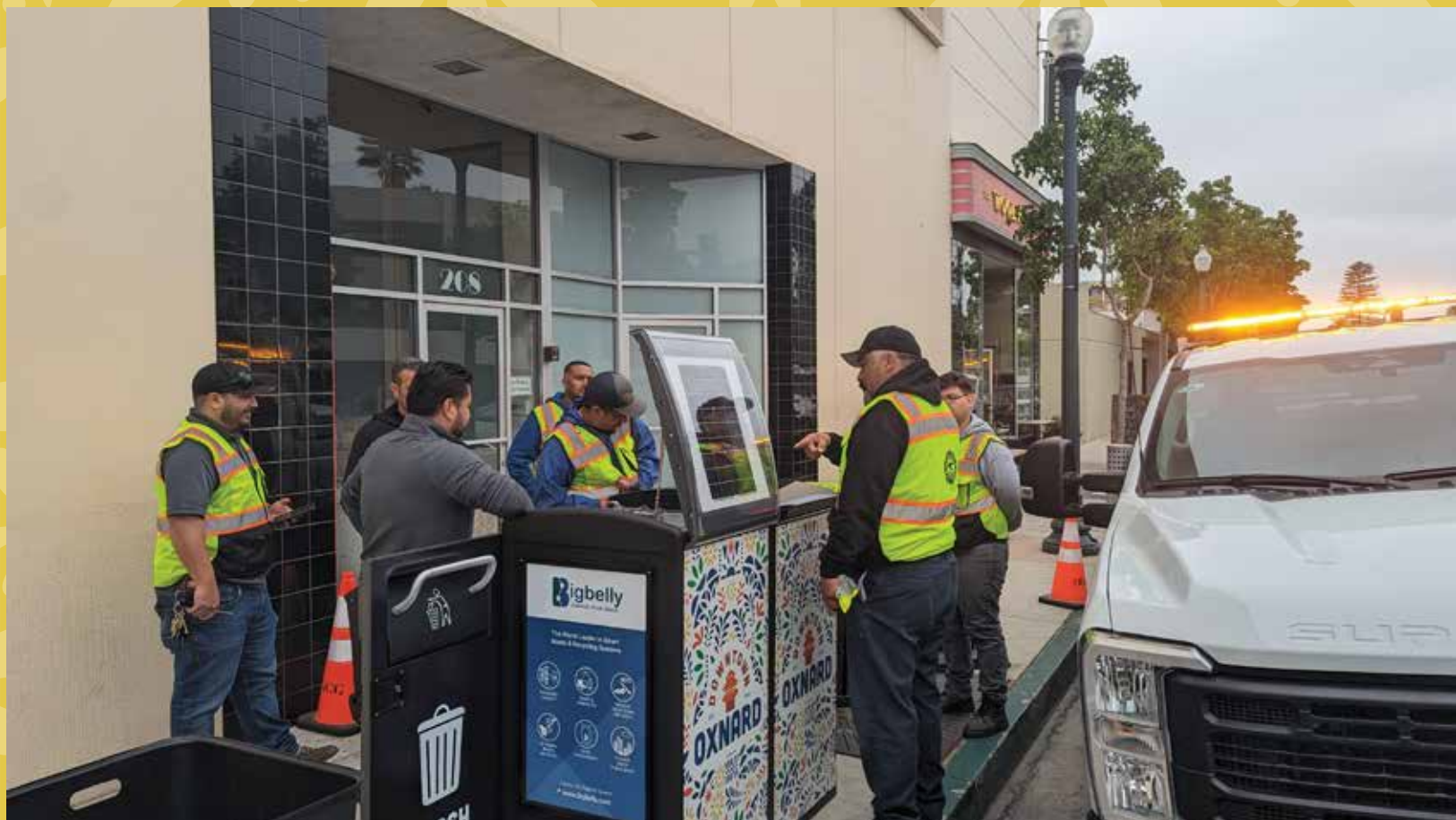


7-DAYS / WEEK, 7AM-3:30PM



BIG BELLYS ON THE STREET

- 14 STATE-OF-THE-ART TRASH/RECYCLE DUO STATIONS WERE PURCHASED WITH ARPA & ADDITIONAL GRANT FUNDS
- THE NEW BINS REDUCE LITTER, RECYCLABLES THEFT, AND SERVICING TIME
- IN ADDITION TO THE MAINTENANCE BENEFITS, THE BINS HELP BRAND THE DISTRICT
- THE SUCCESSFUL PROJECT WAS RECENTLY EXPANDED WITH AN ADDITIONAL \$200K PROCUREMENT COMING IN 2025



DISTRICT SAFETY



2,144
TRESPASSING,
ANTI-SOCIAL
INCIDENTS DISPATCHED



1,956 HOURS
SECURITY PATROLS

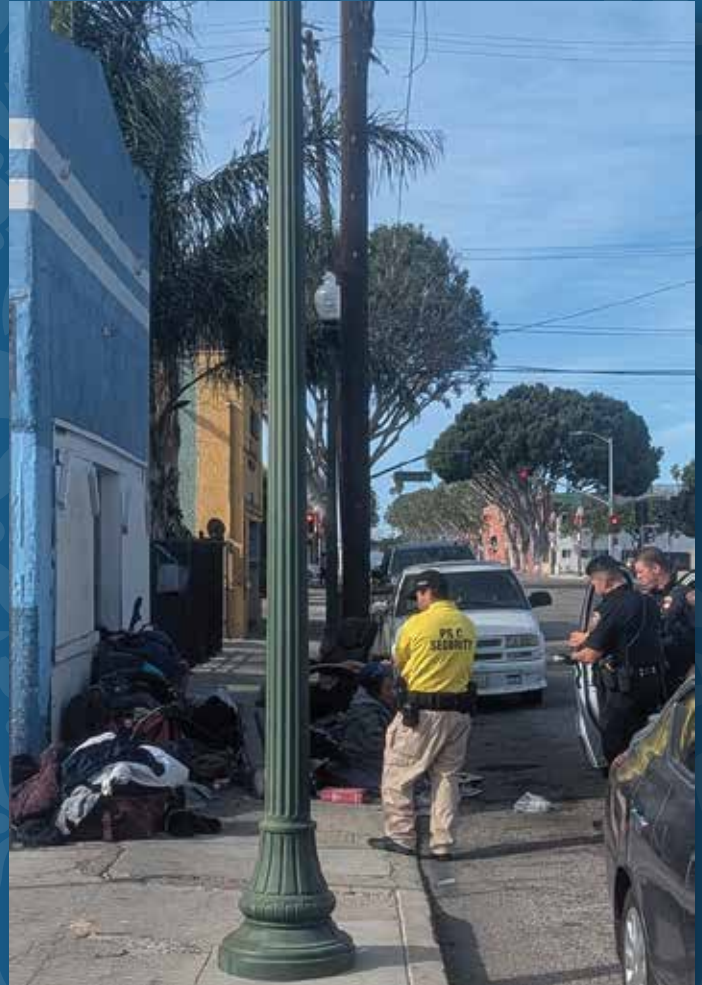


1,137 CALLS FOR
SERVICE RESPONDED TO



362
STREETLIGHT OUTAGE
& REPAIR REPORTS

7-DAYS / WEEK, 7AM-11PM



DISTRICT IDENTITY



517,100 ↑108%
REACHED ACROSS
SOCIAL MEDIA



14,190 ↑21%
INSTAGRAM
FOLLOWERS



9,840 ↑15%
FACEBOOK FANS



20K
ACTIVE WEBSITE USERS



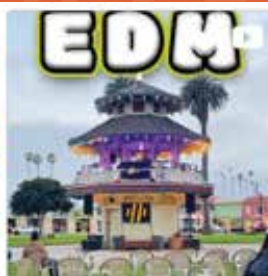
29K
EMAILS DELIVERED
40.1%
AVG READ RATE



Oxnard's Best Breakfast, Brunch &...

Tue Oct 29, 12:18pm

46.3K 584
6 412



Oxnard Thursday September 5th for t...

Tue Sep 3, 12:37pm

42.3K 1.2K
35 1.4K



Oxnard's First Thursdays Food...

Wed Nov 20, 6:36am

39.3K 1.1K
8 1.1K



I may not be on certain platforms, I probably...

Mon Oct 7, 7:56pm

36K 627
104 49

RE-BRAND LAUNCHED

LOGO



Primary Colors

Secondary Colors



Aegean Blue
CMYK: 100, 66, 25, 7
RGB: 23, 88, 133
HEX: #175885



Tangerine Orange
CMYK: 0, 81, 98, 0
RGB: 222, 97, 54
HEX: #DE6136



Jade Green
CMYK: 93, 1, 100, 0
RGB: 20, 163, 88
HEX: #14A358



Sunray Yellow
CMYK: 9, 18, 100, 0
RGB: 229, 200, 73
HEX: #E5C849



PLACEMAKING



10,000+
SPECIAL EVENTS
ATTENDEES



162
SIDEWALK PLANTERS
MAINTAINED



12 UTILITY BOX
MURALS INSTALLED



3 ART SHOWS HOSTED



100+
STREET LAMPS
DECORATED FOR
HOLIDAYS & CIVIC PRIDE



ICONIC GATEWAY MURAL

FUNDED THROUGH ARPA, A LARGE-SCALE MURAL WAS COMMISSIONED FOR THE THIRD-STREET BRIDGE CREATED BY RENOWNED FILIPINO ARTIST DJ JAVIER. THE MURAL WAS CELEBRATED IN UNVEIL EVENT ON SEPT 7, 2024, ATTENDED BY HUNDREDS OF PERSONS FROM THE COMMUNITY.



LAND USE & BIZ DEV

700+
HOUSING UNITS PROPOSED

4.72%
RETAIL VACANCY

NEW MERCHANTS

- PACIFICO'S SUSHI MEX
- THE GREEN OLIVE
- THE MYSTERY SHOP
- THE DIAMOND FACTORY
- DANI'S FLOWERS
- OXXO TIME
- ALPHA ALLURE SALON & SPA
- OXNARD TATTOO COLLECTIVE

300+
**MERCHANT OUTREACH
SERVICES CONTACTS**

- BI-MONTHLY MERCHANT CAFE HOUR
- SEMI-ANNUAL MERCHANT MIXERS
- PERMIT ASSISTANCE
- SITE SELECTION





Proposed FY 2025-26 Work Plan

Civil Sidewalks	\$348,500
PURPOSE: To support Oxnard Police Department & Public Works in maintaining a clean, safe and welcoming public space, including street frontage, public parking lots, and alleyways. ACTIVITIES: Ambassador services, sidewalk sweeping, litter pickup, pressure washing, trash enclosure cleaning, graffiti removal, weed abatement, landscaping, security patrols, business hospitality, and other crime and litter prevention tactics.	
PROJECTS:	
▶ Conduct a CPTED audit in the top 5 “hot spot” areas subject to incidents	
▶ Launch a security camera network to fill gaps in coverage and improve surveillance in problem areas	
▶ Coordinate with City Public Works to install trash bins in the expanded district area between Second & First Streets	
▶ Work with City Parks management and Oxnard PD to design and implement a strategy to prevent anti-social behavior at Plaza Park, including the Pagoda, Veterans Memorial and Carnegie south side	
▶ Continue hosting a monthly roundtable with District Maintenance, OPD, District Safety and invite key City department managers as needed to coordinate on and respond to issues	
▶ Engage faith-based and social service organizations to direct homeless to support services	
▶ Provide Narcan training to clean & safe ambassadors	
▶ Host a merchant crime-prevention workshop with Oxnard PD	
▶ Promote awareness of Clean Team and District Safety services via posters on Big Belly bins, front-page links on DowntownOxnard.org , and an updated district services contact card	
▶ Conduct a district-wide campaign to obtain Agent Authorizations for security services	
▶ Meet monthly with Homeless Solutions Center management to prevent issues around facility	
▶ Partner with community gardening clubs to re-plant street level planters	
▶ Monitor street light outages and report to Edison and/or City for prompt repair	
▶ Install signs on trash enclosures and outreach to managers of multi-family residential to discourage illegal dumping; promote use of Del Norte MRF and City drop-off days	
▶ Compile a baseline services schedule of City Public Works services – i.e. tree trimming, street sweeping, parks maintenance, etc.	
▶ Coordinate a security program with merchants to prevent illegal dumping and vagrancy at the 13 shared merchant trash enclosures	
▶ Organize and promote a “Community Spring Spruce-Up Day” with non-profit partners	
▶ Remove obsolete, dilapidated newspaper racks	



Proposed FY 2025-26 Work Plan

District Identity & Placemaking	\$88,695
PURPOSE: Enhance Downtown’s image & DOIA’s standing in the community. Promote downtown as an attractive business, recreational, and cultural destination. Beautify public spaces, add “curb appeal,” activate public spaces to engage and connect community.	
ACTIVITIES: Branding, public relations, advertising, social media, newsletter, website, special events, seasonal pole banners and holiday decorations, brochures, signature events including annual car show and Halloween in the park.	
PROJECTS:	
▶ Install re-branded DOIA signage on office building façade	
▶ Recruit at least 4 makers to sell product in the expanded DOIA retail storefront	
▶ Create a social media content calendar built around monthly and seasonal themes – example: March features the “Women of Downtown”	
▶ Coordinate a Holiday Storefront Window Display contest	
▶ Spotlight 1 downtown merchant per week in a Social Media post	
▶ Reach 20,000 followers on Instagram by year end (currently 15,100)	
▶ Execute an e-newsletter registration campaign to grow list from 2,108 to 2,800 subscribers	
▶ Highlight family friendly activities via online marketing and special events	
▶ Launch an interactive online map and printed guide to downtown public art	
▶ Host 1 art gallery art reception per quarter in DOIA office	
▶ Award the 3 “Best of Downtown Storefront Designs” in a special online tribute	
▶ Assemble a “Downtown Street Team” of relatable, outgoing personalities to represent DOIA at community events and distribute promotional materials	
▶ Offer event production support including logistics consultation, permit prep, equipment rental, and marketing services to achieve maximum benefit to the downtown community	
▶ Unveil new DOIA branded, year-round, vibrant metal art banners	
▶ Coordinate a seasonal live entertainment series with Centennial Plaza	
▶ Compile and promote annual events calendar	
▶ Develop a plan to sustainably care for the 162 sidewalk planters	
▶ Produce the A Street Summer Classic Car Show	
▶ Produce annual Halloween Haunt in the Park event	



Proposed FY 2025-26 Work Plan

Organization	\$170,106
PURPOSE: Be the leading advocate serving the interests of district property owners, merchants, and residents by assuring excellence in the management of the organization. ACTIVITIES: Organization oversees staff and district administration, contractors, corporate finances, risk management, grants/fundraising, budget development, Board agendas and meetings, bylaws and policies, government relations, outreach, and annual election of Board members.	
PROJECTS:	
▶ Provide DOIA / City stakeholder updates in monthly e-newsletter	
▶ Continuing hosting bimonthly “Café DOIA” open house for merchants & community partners	
▶ Create and distribute a “welcome packet” for new merchants and provide support on ribbon cuttings/grand opening events	
▶ Provide brief updates to City Council & CAGs via monthly Public Comments	
▶ Present a dynamic print and digital annual report to City and stakeholders	
▶ Execute business & property owner survey to collect feedback on BID services	
▶ Apply for at least 2 more project grants	
▶ Enlist and mentor successors to chair committees	
▶ Create a consolidated “DOIA sponsor opportunities packet”	
▶ Make at least 4 presentations to community service groups about downtown volunteering and collaborations – Elks Lodge, Lions Club, Oxnard City CAGs, etc.	
▶ Semi-annually, and as changes are identified, update the merchants and property owners databases	
▶ Enlist 2 interns via Goodwill NextGen program	
▶ Execute a volunteer recruitment campaign to include quarterly social media posts, a printed business card/sticker, participation in at least 1 college recruitment fair, and 2x-year volunteer orientations	
▶ Send 2 representatives to the annual International Downtown Association conference	
▶ Review and update bylaws and policies (as needed)	
▶ Provide ongoing educational opportunities to Board members by hosting webinar “watch parties,” and sharing to relevant news items. And present 1 Brown Act / Roberts Rules orientation.	
▶ Host 1 evening mixer to celebrate DOIA accomplishments and promote community participation	



Proposed FY 2025-26 Work Plan

Land Use	No budget
PURPOSE: To support Oxnard Housing & Economic Development and Community Development departments in working with developers, business owners, and transit providers. ACTIVITIES: Reviews development proposals, parking, transportation, mobility, planning, zoning, merchant mix.	
PROJECTS:	
▶ Compile quarterly reports on vacancy rate, average rents, pedestrian and traffic counts	
▶ Engage property owners along the most visible north and south gateways of Oxnard Blvd in a dialogue about potential redevelopment and interim uses	
▶ Continue seeking successful models for re-opening the Carnegie Museum	
▶ Identify and execute a tactical urbanism project (eg. parklet, alley activation, temporary park space)	
▶ Create a template proposal for “popup retail” to entice owners of vacant properties to activate spaces	
▶ Work with Retail Strategies to update business recruitment materials and develop a plan for attracting business startup	
▶ Study the current retail mix to identify gaps and opportunities for targeted recruitment	
▶ Represent DOIA at relevant Planning Commission and Community Workshops	
▶ Approach SCORE and WEV to hold a business startup workshop in DOIA office	
▶ Promote investment opportunities via enhanced online “Doing Business” website featuring an interactive map of available properties, demographics, and resource listings	
▶ Work with owners of vacant and underutilized properties to market properties for both short-term and long-term leases (former automotive shops, parking lots, etc.)	
▶ Coordinate a Meta District planning session to provide input on pocket park and street improvements	
▶ Explore the potential for a dog park in downtown	
▶ Continue working with the City Planning Department to facilitate the permitting process	
▶ Participate in the Choice Neighborhoods Grant program	
▶ Organize at least 2 “investment opportunity” tours to real estate brokers and developers	



PROPOSED FY 2025-26 BUDGET

INCOME

PROGRAMS REVENUE		FY 25-26
Carry Over (projected retained earnings on 11/30/25)		68,339
PBID Assessment (5% allowance for delinquent uncollected)		581,737
Office Subleases (\$1,150 mo. recognized as offset in net Rent Expense below)		
Events Income (Summer car show)		13,000
TOTAL INCOME		663,076

EXPENSES

CIVIL SIDEWALKS		
District Maintenance Services (staffing, overhead, supplies)		236,000
Security Services Contract		74,100
Utility Truck Operation (fuel, insurance, maintenance)		2,400
Security Cameras, Signs, Locks, Lights		36,000
TOTAL CIVIL SIDEWALKS PROGRAM		348,500

DISTRICT IDENTITY & PLACEMAKING		
Pole Banners Design & Installation		3,000
Public Art		3,000
Holiday Décor		33,000
Advertising & Promotion		1,800
Creative Services (graphic design, video, copywriting)		30,000
Printing Production		1,800
Website Hosting		600
Event Production		11,795
Sponsorship		3,700
TOTAL DISTRICT IDENTITY & PLACEMAKING		88,695

ORGANIZATION		
Staff Payroll (1FTE, 1PTE)		116,100
Payroll Taxes		10,566
Workers Comp		2,100
Space Cost (Rent, M&R, Utilities)		19,600
Office Operations (Telecom, Equipment Lease, & Supplies, Postage)		6,305
Insurance (Commercial Liability, D&O)		8,200
Organization Support (Accounting, Legal, Subscriptions, Education, Meetings)		7,235
TOTAL ORGANIZATION		170,106
TOTAL INCOME		663,076
TOTAL EXPENSES		607,301
RETAINED EARNINGS / CARRYOVER		55,775



Work plan & Budget For fiscal year 2025-26

Presented to Council by Abel Ramirez Magana, DOIA Executive Director
October 21, 2025

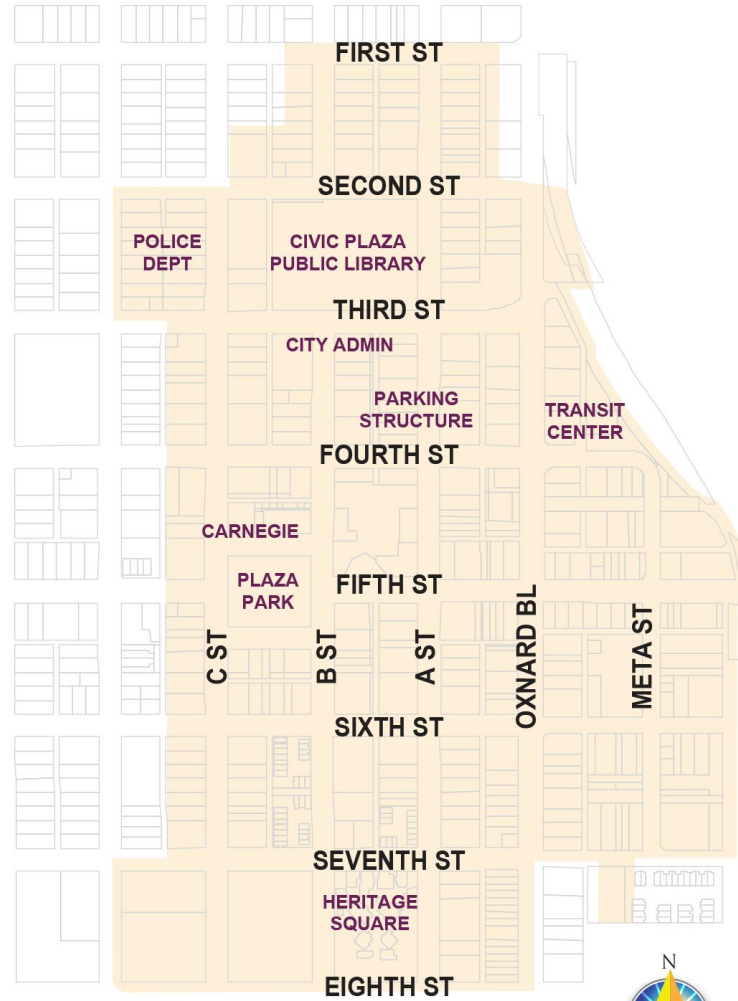
Background

1. In 2000, the City Council established the Oxnard Downtown Management District (District), a property-based business improvement district.
2. This action authorized the levy and collection of assessments against real property within the District to fund special benefits and improvements for the District.
3. The District has been renewed five times, most recently in 2024 with a boundaries expansion that added two blocks north of Second Street.
4. The District is currently authorized until December 2029.
5. There are 213 property owners in the District; the City being the largest.

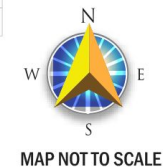
Background

5. In 2019, the owners' association, which manages District operations, became a 501(c)(3) public benefit nonprofit, incorporated as the Downtown Oxnard Improvement Association (DOIA).
6. In 2021, the City and DOIA entered into an agreement for District management. Section 4.7.1 requires DOIA to prepare an annual work plan and budget in accordance with Section 36650 of the Streets and Highways Code, and Article XIII.D of the California Constitution. City Council to approve each year before December 1st.

District Boundaries



 DISTRICT BOUNDARY



Annual Work Plan

Annually, the DOIA board and staff, working in committees, develop goals and a budget for the coming year. The annual work plan follows the guidelines and funding allocations outlined in the Management District Plan (MDP) adopted with the District renewal. It is comprised of four components:

1. Organization Administration
2. District Identity and Placemaking
3. Civil Sidewalks
4. Land Use



Organization

The Organization Administration Committee oversees staff and day-to-day operations, which includes insurance, finance, board policies, meetings, fundraising, and government relations.

Highlighted Proposed Projects:

1. Outreach to new members in expansion area
2. Board development training
3. Increasing stakeholder communications
4. Recruiting volunteers
5. Presentations to community organizations
6. Hosting networking events
7. Updating databases
8. Surveying merchants & property owners
9. Applying for grants, fundraising, and budget development
10. Oversight: bylaws, policies, annual elections, and government relations

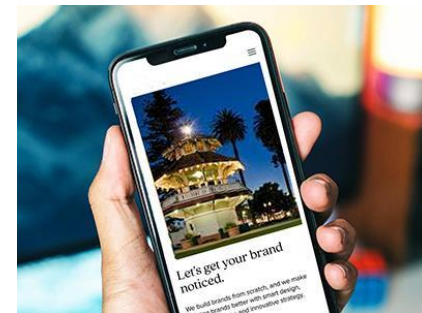


District Identity & Placemaking

The goal of the District Identity and Placemaking Committee is to enhance Downtown Oxnard's brand, improve public perception, and position the District as a regional business and cultural attraction.

Highlighted Proposed Projects:

1. Continue building out a "Downtown visitor center" by adding signage
2. Expand partnerships with local colleges
3. Engage artists and arts organizations
4. Create pop-up cultural experiences
5. Reach 20,000 Instagram followers
6. Execute targeted business promotions
7. Offer logistics and permitting support to event organizers
8. Improve landscaping and container gardens
9. Install street pole banners

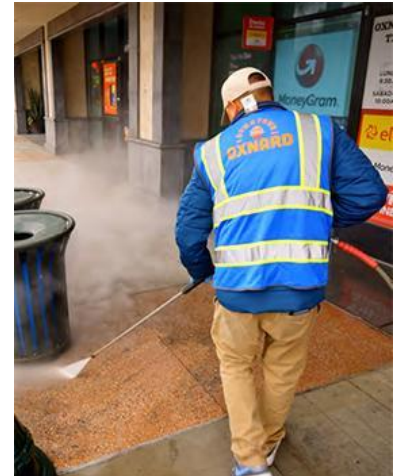


Civil Sidewalks

The purpose of the Civil Sidewalks Committee is to ensure that a clean and safe downtown is being maintained including store frontage, public parking lots, and alleyways. This committee also oversees the maintenance provider contract and relations with the Public Works and Police Departments.

Highlighted Proposed Projects:

1. Continue hosting monthly meetings with stakeholders
2. Work with faith-based organizations on homeless outreach
3. Launch a District security camera network
4. Organize District Cleanup events
5. Provide Narcan training to staff
6. Install signage designed to deter crime

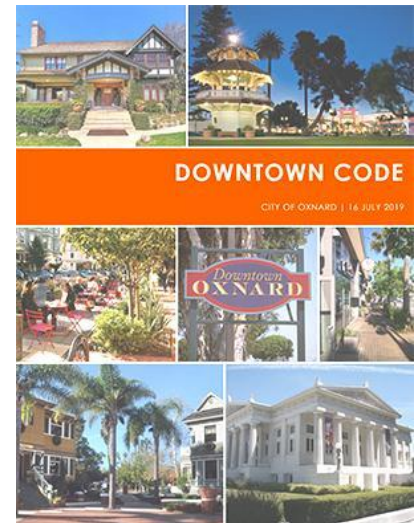


Land Use

The Land Use Committee reviews and provides input on development proposals, parking issues, transportation, mobility, planning, zoning, and the merchant mix.

Highlighted Proposed Projects:

1. Compile market data on vacant properties, pedestrians & traffic counts
2. Promote available buildings and spaces downtown as investment opportunities
3. Activate underutilized properties
4. Recruit specialty retail to fill gaps in the merchant mix



FY 25-26 Proposed Budget

Annual Work Plan	Allocation	Amount
Civil Sidewalks (maintenance service contract, uniforms, tools, supplies, and security guard service)	57.4%	\$348,500
District Identity (advertising, banners, event production, printing, public art, website, and holiday street decor)	14.6%	\$88,695
Administration (salaries for executive director and administrative assistant, rent, utilities, insurance, and supplies)	28%	\$170,106
Land Use	0%	\$0
TOTAL	100%	\$607,301

Recommendation

That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2025-26.



Questions?



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. I.1

DATE: October 21, 2025

TO: City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority Board

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

SUBJECT: 2026 Regular Meeting Schedule for Legislative Bodies. (5 minutes)

RECOMMENDATION

That the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority adopt the proposed regular meeting dates for the calendar year 2026.

(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/1R_S3yTb0l8

BACKGROUND

On November 13, 2018, the City Council adopted Ordinance No. 2949 amending Chapter 2, Article 1, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees, to take effect January 1, 2019. Per Oxnard City Code Section 2-1, the City Council will meet the first and third Tuesdays of the month. Per Oxnard City Code Section 2-1.1, City Committees will meet the second and fourth Tuesdays of the month. The Council has the ability to schedule additional meetings or cancel meetings as necessary.

Staff proposes the following regular meeting dates for the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority for calendar year 2026:

January 6 and 20
February 3 and 17
March 3 and 17
April 7, 21 and 30
May 5 and 19
June 1, 16 and 30
July 7, 21 and 30
September 1 and 15
October 6 and 20
November 17
December 1 and 15

Staff proposes the following regular meeting dates for the City Council Committees for calendar year 2026:

January 13 and 27
February 10 and 24
March 10 and 24

April 14 and 28
May 12 and 26
June 9 and 23
July 14 and 28
September 8 and 22
October 13 and 27
November 10 and 24
December 8 and 22

The Tuesdays on which the Council would not meet, along with the reasons, are listed below:

June 2 - Statewide primary election
August 4, 11, 18 and 25 - Council recess the month of August
November 3 - Election Day
December 29 - day before holidays

This schedule results in a total of 24 City Council meetings and 22 meetings of the City Council Committees for the 2026 calendar year. The Council has the ability to schedule additional special meetings as needed.

Per Oxnard City Code Section 2-1.2, Council meetings open sessions shall commence no earlier than 5:00 p.m. As set forth in the Council Procedures Manual, public hearings are scheduled to commence at 6:15 p.m., unless otherwise approved by the Council. Closed sessions generally start as early as 4:30 p.m., as needed.

Residents are invited to participate in the Council and Committee meetings in person or virtually. These meetings are also televised on Spectrum, Channel 10 and Frontier Communications, Channel 35. Finally, residents have access to these public meetings via the City's webpage or YouTube, both in real time and archived following the meetings at www.oxnard.gov/city-meetings.

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. 2026 Calendar revised September 30th with changes
2. City Council Meeting Schedule 2026 presentation

2026 Oxnard City Council Meetings

 City Council (1st and 3rd Tues)

 Committee (2nd & 4th Tues)

 Closed Friday

 Holiday

 Half-Day Holiday

 Election Day

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Revised 9/30/2025

2026 Regular Meeting Schedule for Legislative Bodies

City Council

October 21, 2025

Luly A. López, City Clerk



That the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority adopt the proposed regular meeting dates for the calendar year 2026.

BACKGROUND

On November 13, 2018, the City Council adopted Ordinance No. 2949 amending Chapter 2, Article 1, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees, to take effect January 1, 2019.

Per Oxnard City Code Section 2-1 and 2-1.1, the City Council will meet the first and third Tuesdays and City Committees will meet the second and fourth Tuesdays of the month. The Council has the ability to schedule additional meetings or cancel meetings as necessary.

BACKGROUND

2026 Oxnard City Council Meetings



City Council (1st and 3rd Tues)



Committee (2nd & 4th Tues)



Closed Friday



Holiday



Half-Day Holiday



Election Day

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Revised 9/30/2025





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

DATE: October 21, 2025
TO: City Council and Oxnard Housing Authority
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the regular meeting minutes for October 7, 2025.

That the Oxnard Housing Authority Board of Commissioners approve the regular meeting minutes for October 7, 2025.

BACKGROUND

On July 29, 2025, the City Council approved the regular meeting minutes for July 15, 2025; however, I noticed that the information/consent item nos. 4 and 8 were omitted from the minutes. For that reason, I am asking that the City Council reapprove the July 15, 2025 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 October 7 2025
2. Housing Authority meeting of October 7 2025

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
October 7, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:30 p.m., Mayor Pro Tem Gabe Teran presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua (arrived at 5:23 p.m.), Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. Mayor Luis A. Mc Arthur was absent. The City Clerk stated that the agenda was posted on Thursday, September 25, 2025 and the amended agenda on Friday, October 3, 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; Stephen Fischar, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Steve Naveau, Human Resources Director 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. Mayor Pro Tem Teran recused himself from Item C-2 due to a potential remote interest in his professional involvement with local school districts. At 4:33 p.m., the City Council recessed to a closed session.

C. CLOSED SESSION (4:30 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)
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: Beatriz Elizarraras v. City of Oxnard, et al.
Ventura Superior Court Case No. 2025CUPP037741
Legislative Body: City Council
3. 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 five potential cases.

Legislative Body: City Council

At 5:12 p.m., the City Council reconvened in an open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session, however, City Council will reconvene later in the meeting to address Item Nos. C-2 and four items from C-3.

D. APPOINTMENT ITEMS (5:00 PM)

1. Cultural & Community Services Department

SUBJECT: Cultural Arts Commission Annual Report. (30 minutes)

RECOMMENDATION: That the City Council receives the Cultural Arts Commission annual report.

Chair Teo Lopez of the Cultural Arts Commission gave a report of the current and future activities for the Commission. Discussion ensued among the Council and Chair Lopez. No formal action was required.

2. City Manager Department

SUBJECT: Community Relations Commission Annual Report. (30 minutes)

RECOMMENDATION: That the City Council: 1) Receive the 2025 annual report from the Community Relations Commission; and 2) Present a Proclamation designating October 2025 as "Global Diversity Awareness Month" in the City of Oxnard.

Chair Khalilah Durias introduced Commissioner Helaine Rochelle Stallion. Chair Durias shared with the City Council some of the guest speakers who helped further the mission of the Commission. Discussion ensued among the Council and Chair Durias. Mayor Pro Tem Teran read the proclamation and presented it to Chair Durias.

At 5:42 p.m., the City Council recessed to a closed session. At 6:11 p.m., the City Council reconvened in an open session in the Council Chambers. The City Attorney announced that the City Council by unanimous vote has directed the City Attorney to file or join in filing of an amicus brief to be filed in four matters. First matter, King County versus Turner, which challenges the executive's conditioning of congressionally appropriated grants, including funds meant to serve unhoused people and provide critical transit services on plaintiff's compliance with executive orders pertaining to immigration, transgender rights, and diversity, equity and inclusion programs. Second matter, Santa Clara County versus Noem, which challenges conditions placed on federal disaster preparedness grants which conditions the plaintiffs argue require abandoning diversity initiatives and cooperating with federal immigration policies exceed the executive's authority and are unconstitutional attempts to force the executive's unrelated political agenda onto local governments. Third matter, State of Illinois versus. Noem regarding the conditioning of federal emergency funding on state's cooperation with federal

immigration enforcement and the arbitrary withdrawal of hundred of millions of dollars in funds from so-called sanctuary jurisdictions. The fourth matter, Newsom versus Trump, regarding the deferral deployment of the California National Guard to protect federal property and immigration officials from protesters in Los Angeles and the surrounding area.

E. OPENING CEREMONIES (6:00 PM)

At 6:11 p.m., Mayor Pro Tem Gabe Teran 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, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. Mayor Luis A. Mc Arthur was absent. The City Clerk stated that the agenda was posted on Thursday, September 25, 2025 and the amended agenda on Friday, October 3, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website. The City Clerk announced that Item No. I-3 was removed from the agenda.

The meeting opened with the pledge of allegiance to the flag of the United States led by Councilwoman Rodriguez, followed by a moment of silence for Len Shulman, former chair of both the Inter-Neighborhood Council Organization and Carriage Square Neighborhood Council.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Michael Wolfe, Public Works Director; Tim Beaman, Assistant Public Works Director; Jason Benites, Police Chief; Rocky Marquez, Assistant Police Chief; Steve Naveau, Human Resources Director; Jeff Pengilley, Community Development Director; Tai Chau, Assistant Community Development Director; Joe Pearson II, Planning Manager; Jamie Peltier, Planning Supervisor; Brenda Lopez, Housing Director and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of October 2025 as "Filipino American History Month."

Councilwoman Perez read the proclamation and presented it to Charleen Morla Garcia with FILAm Council and Jen Benitez with PinaySphere. No public comments were received.

2. SUBJECT: Presentation of a Proclamation Designating October 13, 2025 as "Indigenous People's Day."

Councilwoman Rodriguez read the proclamation and staff will deliver it to Marianne Parra who was not present. Public comment was received from Mr. Barbarine.

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

Public comments were received from Sade Flores-Haro; Angel Aragon; Vanessa Espinoza; Larry Stein; Larry Barbarine; Valeria Reyes; Marlen Ramirez; Manuel Herrera; Solimar; Alicia Percell and Greg Runyon.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

Paul Carganilla with the Oxnard Police Department commented on Breast Cancer Awareness month and the sale of pink patches which will help support Ribbons of Life, a non-profit organization located in Ventura County. Sgt. Jose Diaz and Police Officer Mary Panza with the Oxnard Police Department commented on Domestic Violence Awareness month and encouraged anyone facing abuse to call 385-7756. Paulina Corbova with Cultural and Community Services Department commented on the Halloween Float.

I. CITY COUNCIL/HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

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

Councilwoman Perez and Mayor Pro Tem requested an update on the status of the Memorandum of Understanding with the County of Ventura Public Defender's Office.

1. City Clerk Department

SUBJECT: City Council Meeting Schedule. (5 minutes)

RECOMMENDATION: That the City Council conduct a regular meeting on Monday, November 3, 2025 and cancel the meeting currently scheduled for Tuesday, November 4, 2025.

(This item did not originate in Committee.)

The City Clerk presented and was available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Basua and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

2. City Clerk Department

SUBJECT: League of California Cities Annual Conference Voting Delegate 2025.
(5 minutes)

RECOMMENDATION: That the City Council designate a voting delegate and a voting alternate to attend the League of California Cities Annual Conference.

(This item did not originate in Committee.)

The City Clerk presented and was available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilwoman Basua, seconded by Councilman Starr, to appoint Councilwoman Rodriguez as the designated voting delegate and Councilwoman Perez as the alternate voting delegate. VOTE: Starr, Perez, Rodriguez, Basua, Perello and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

3. City Clerk Department

SUBJECT: 2026 Regular Meeting Schedule for Legislative Bodies. (5 minutes)

RECOMMENDATION: That the City Council adopt the proposed regular meeting dates for the calendar year 2026.

(This item did not originate in Committee.)

The City Clerk announced the removal of Item I-3 from the agenda.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. L-2, L-3 and L-8 were reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the regular meeting minutes for July 15 and September 16, 2025.

2. Community Development Department

SUBJECT: Approving the 2025 City of Oxnard Water System Design and Construction Standards and an update to the 2002 City of Oxnard Standard Plates and Design Criteria.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 16,007** approving the 2025 Water System Design and Construction Standards and an update to the 2002 City of Oxnard Standard Plates and Design Criteria for public works construction; and
2. Delegating discretionary authority to the Public Works City Engineer to approve future revisions to the 2025 Water System Design and Construction Standards and 2002 City of Oxnard Standard Plates and Design Criteria; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

(The Public Works and Transportation Committee approved 3-0 on September 9, 2025)

3. Finance Department

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

RECOMMENDATION: That the City Council receive and file the monthly investment report. This is an information item.

(This item did not originate in Committee.)

4. Housing Department

SUBJECT: Amendment and Extension of the Agreements with local hotel operators in support of the Encampment Resolution Funding Program.

RECOMMENDATION: That the City Council approve and authorize the City Manager, or designee, to negotiate and execute agreement amendments with local hotel operators to offer non-congregate shelter.

(This item did not originate in Committee because it is a continuation of an item previously approved by City Council.)

5. Human Resources Department

SUBJECT: Approving Resolutions Amending the City's Classification and Salary Resolution, and Amending the City's Position Control Resolution to Add the Deputy City Treasurer Position.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 13,008** Amending the Classification and Salary Schedule Resolution No.15,886; and

2. Adopt **Resolution No. 13,009** Amending the Full-Time Equivalent Resolution No. 15,885.

(This item did not originate in Committee.)

6. Public Works Department

SUBJECT: FY 2025-26 Harbour Island Homeowners Association Donation to Waterways Maintenance Assessment District Zone 2 - Harbour Island (Agreement A-8597) and Budget Adjustment.

RECOMMENDATION: That the City Council, acting as the legislative body of the Waterways Maintenance Assessment District, approve and authorize:

1. Acceptance of a \$17,400 donation from the Harbour Island Homeowners Association (HOA) to support landscape maintenance and on-call services within the Harbour Island linear park; and
2. Approval of Agreement A-8597, entered by and between the City of Oxnard and the Harbour Island Homeowners Association for the donation; and
3. Approval of associated budget appropriations within Waterways Maintenance Assessment District Zone 2 – Harbour Island Fund (120-40203801) to recognize the full amount of the donation revenue and to authorize expenditures up to the full amount of available funding consistent with the specific purposes outlined in the Agreement.

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

7. Public Works Department

SUBJECT: Purchase Orders with Gibbs International, Inc. and The Charles Machine Works, Inc. for Heavy Equipment for the Public Works Water Division.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute two purchase orders for the following:

1. Gibbs International Inc. for a not-to-exceed value up to \$300,000.00 for the purchase of a 2026 HV607 SBA International Truck, 10-Ton Dump Truck (dump truck); and
2. The Charles Machine Works, Inc. for a not-to-exceed value up to \$700,000.00 for the purchase of a 2025 Kenworth T480 with a Ditch Witch Hydro Vacuum Truck/Excavator W8 Standard Package (vacuum truck).

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

8. Public Works Department

SUBJECT: Multiple Agreements for On-Call Real Property Services and Right of Way Acquisition.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from October 9, 2025 to October 8, 2026, with an option for four consecutive one-year period extensions ending October 8, 2030, for on-call Professional Real Property Services and Right of Way Acquisition:

1. Agreement 32600016 with Beacon Integrated Professional Resources, Inc. DBA Hamner, Jewell & Associates for a total amount not to exceed \$500,000;
2. Agreement 32600017 with Bender Rosenthal, Inc. for a total amount not to exceed \$500,000; and
3. Agreement 32600018 with Clark Land Resources, Inc. for a total amount not to exceed \$500,000.

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

9. Public Works Department

SUBJECT: Multiple Agreements for On-Call Landscape Architect Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of three years from October 8, 2025, to October 7, 2028, with an option for two consecutive one-year period extensions ending October 7, 2030, for on-call Professional Landscape Architect Services:

1. Agreement 32600006 with David Volz Design Landscape Architects, Inc. DBA David Volz Design for a total amount not to exceed \$750,000;
2. Agreement 32600007 with IDS Group, Inc. for a total amount not to exceed \$750,000;
3. Agreement 32600008 with Pacific Coast Land Design, Inc. for a total amount not to exceed \$750,000; and
4. Agreement 32600009 with RJM Design Group, Inc. for a total amount not to exceed \$750,000.

(Public Works and Transportation Committee approved 3-0 on September 9, 2025)

Consent Item Nos. L-1, L-4, L-5, L-6, L-7 and L-9

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Rodriguez, Starr, Basua, Perello, Perez and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

Consent Item No. L-2

Tai Chau, Assistant Community Development Director presented and was available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve Information/Consent L-2 as presented. VOTE: Starr, Basua, Perello, Perez, Rodriguez and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

Consent Item No. L-3*

The Chief Financial Officer presented and was available to answer questions. Discussion ensued among the Council and staff. No public comments were received. This item was a receive and file. No action was required.

Consent Item No. L-8

The Public Works Director presented and was available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve Information/Consent Item L-8 as presented. VOTE: Basua, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

OXNARD HOUSING AUTHORITY

At 7:43 p.m., the joint meeting with the Oxnard Housing Authority concluded.

M. PUBLIC HEARINGS**1. Housing Department**

SUBJECT: First Substantial Amendment to the FY 2025-26 Annual Action Plan.
(10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the First Substantial Amendment to the FY 2025-26 Annual Action Plan;
2. Approve the First Substantial Amendment to the FY 2025-26 Annual Action Plan recommending use of Community Development Block Grant (CDBG) funds for public infrastructure improvements;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the FY 2025-26 Annual Action Plan and authorize any necessary budget appropriation and corresponding revenue recognition in CDBG funding (Fund 201) for the project;

4. Authorize the City Manager, or his designees, to execute the required documents for the submission of the amended FY 2025-26 Annual Action Plan; and,
5. Receive and file any comments made during the 30-day public comment period or made in person at the public hearing with the Amendment.

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication published in Vida Newspaper on September 4, 2025 and stated there were no written communication received.

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

The Housing Director presented and was available to answer questions.

Mayor Pro Tem Teran opened the public testimony portion of the public hearing.

Public comment was received from Larry Stein.

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

Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Councilwoman Basua, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Basua and Teran voted in favor; motion carried 6-0-1. Mayor Mc Arthur was absent.

N. REPORTS

1. Public Works Department

SUBJECT: Project Budget Appropriation Transfers - Neighborhood Street Resurfacing - La Colonia Phase III Project. (10 minutes)

RECOMMENDATION: That the City Council authorize the City Manager, or designee, to approve project budget appropriation transfers totalling \$1,019,255.54, consisting of \$953,255.54 within the 2014 Lease Revenue Bond Fund (314) and \$66,000.00 within the Water Operating Fund (601) as well as the corresponding Capital Outlay Fund (301) appropriation transfers from the Colonia Road Street Resurfacing Project (C1803) to the Neighborhood Street Resurfacing Project (C2209).

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

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

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Perez, Rodriguez, Starr, Basua, Perello and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

2. Community Development Department

SUBJECT: Pre-Application Review of the Colonia Townhomes Project, located at 245 Colonia Road, Planning and Zoning Permit No. 25-600-01 (APN: 201-0-021-160). (30 minutes)

RECOMMENDATION: That the City Council review and provide preliminary comments on a Pre-Application for a General Plan Amendment, Zone Change, Planned Development Permit, Tentative Map, and Density Bonus to allow for the construction of a 121-unit for-sale condominium project.

The City Attorney stated that there are no decisions to be made, nor to take any positions on the project.

Planning Supervisor Peltier presented and was available to answer questions. Carl Steinberg with Warmington Group of Companies stated that the proposed project consists of 121 for sale, three story attached homes with private garages. The site was previously the former Sunkist Plant.

Discussion ensued among the Council and the Applicant.

Public comments were received from Manuel Herrera; Angel Garcia; Larry Stein; Solimar and virtual caller 0288. The City Clerk stated that we received seven written comments regarding this proposed project.

This item was for review and provide preliminary comments. No action was required.

3. Public Works Department

SUBJECT: Budget Appropriations for the Automated Meter Infrastructure Installation Project PW 17-32. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize an appropriation in an amount up to \$2,750,000 for Fiscal Year 2025-26 from the available fund balance in the Water Operating Fund (601) and corresponding transfers in the Water Capital Fund (602) for the Automated Meter Infrastructure Installation Project PW 17-32 (C2022).

(This item did not originate in Committee as this is a capital improvement project

specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

The Public Works Director and Assistant Public Works Director Beaman presented and were available to answer questions. Discussion ensued among the Council and staff. Public comment was received from Larry Stein.

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

4. Police Department

SUBJECT: Police Department Standard-Issue Firearm Replacement: Agreement with Adamson Police Products to Purchase New Standard-Issue Handguns for the Police Department. (15 minutes)

RECOMMENDATION: That the City Council:

1. Approve a budget appropriation not to exceed \$300,000.00 from the General Fund (101) available fund balance for the payment of firearm purchases; and
2. Authorizes the Mayor to sign the contract agreement with Adamson Police Products to purchase equipment for an amount not to exceed \$300,000.00.

The Police Chief, Assistant Police Chief Marquez and City Manager presented and were available to answer questions. Discussion ensued among Council and staff. Public comments were received from Solimar; Larry Stein; Vanessa Valdez; Greg Runyon and Sarah Wilczewski.

It was moved by Councilwoman Basua, seconded by Councilman Starr, to approve the recommended action.

Amended Motion:

It was moved by Councilwoman Perez to amend the motion to ensure that the firearms are destroyed after 30 days. Councilwoman Perez amended her motion to store the firearms and destroy the firearms within 5 years, seconded by Councilmember Perello.

The City Manager stated that the amendment is “to store the firearms and in five years if there’s been no other resolution, we will destroy the firearms. The Police Chief stated that to destroy the firearms would actually cost money, probably more money than if we sold them back in the current status that they are in now and we would have to come to City Council requesting funding to destroy the firearms. The Police Chief suggested that he could provide a status report to the City Council in three years.

Amended Motion:

It was moved by Councilman Starr to amend the amendment so that the Police Chief returns to City Council in three years in the event that this has not been resolved, seconded by Councilwoman Rodriguez. VOTE: Basua, Rodriguez, Starr and Teran voted in favor; the motion carried 4-2-1. Councilmembers Perello and Perez voted no. Mayor Mc Arthur was absent.

The amendment of Councilman Starr modified the first amendment was approved. Basua's motion as amended by Councilman Starr's amendment.

It was moved by Councilwoman Basua to 1.) Approve a budget appropriation not to exceed \$300,000 from the General Fund (101) available fund balance for the payment of firearms purchases; 2.) Authorize the Mayor to sign the contract agreement with Adamson Police Products to purchase equipment for an amount not to exceed \$300,000; and 3) to require the Police Department to come back within three years with a status report on the original firearms that are being replaced, seconded by Councilman Starr. VOTE: Perello, Perez, Rodriguez, Starr, Basua and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

At 9:55 p.m., it was moved by Councilman Perello, seconded by Councilman Starr, to extend the meeting past 10:00 p.m. VOTE: Basua, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 6-0-1. Mayor Mc Arthur was absent.

At 10:19 p.m., the City Council recessed to a closed session. Mayor Pro Tem Teran recused himself from Item C-2 due to a conflict of interest in his professional involvement with local school districts and a potential remote interest. At 10:38 p.m., the City Council reconvened in an open session in the Council Chambers. The City Attorney stated that the City Council reconvened in Closed Session to discuss Item C-2 and stated that there were no reportable actions out of closed session.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem Teran adjourned the meeting at 10:39 p.m.

LOURDES A. LÓPEZ
City Clerk

GABE TERAN
Mayor Pro Tem

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
October 7, 2025

A. ROLL CALL, POSTING OF AGENDA

At 6:11 p.m., Vice Chair Gabe Teran presided and called to order the regular meeting of the Oxnard Housing Authority concurrently with the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Commissioners Jose Andrade, Gabriela Basua, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. Chair Luis A. Mc Arthur was absent. The Secretary Designate stated that the agenda was posted on Thursday, September 25, 2025 and the amended agenda on Friday, October 3, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website. The Secretary Designate announced that Item No. I-3 was removed from the agenda.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. APPOINTMENT ITEMS

E. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States led by Commissioner Rodriguez, followed by a moment of silence for Len Shulman, former chair of both the Inter-Neighborhood Council Organization and Carriage Square Neighborhood Council.

Staff members present were Alexander Nguyen, Executive Secretary; Ashley Golden, Assistant Executive Secretary; Eric Sonstegard, Assistant Executive Secretary; Stephen Fischer, General Counsel; Kenneth Rozell, Chief Assistant General Counsel and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

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

H. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

I. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

1. City Clerk Department

SUBJECT: City Council Meeting Schedule. (5 minutes)

RECOMMENDATION: That the Oxnard Housing Authority conduct a regular meeting on Monday, November 3, 2025 and cancel the meeting currently scheduled for Tuesday, November 4, 2025.

(This item did not originate in Committee.)

The Secretary Designate presented and was available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Commissioner Perello, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Andrade, Perez, Rodriguez, Starr, Basua, Perello and Teran voted in favor; the motion carried 7-0-1. Chair Mc Arthur was absent.

3. City Clerk Department

SUBJECT: 2026 Regular Meeting Schedule for Legislative Bodies. (5 minutes)

RECOMMENDATION: That the Housing Authority adopt the proposed regular meeting dates for the calendar year 2026.

(This item did not originate in Committee.)

The Secretary Designate announced the removal of Item I-3 from the agenda.

J. REVIEW OF INFORMATION/CONSENT AGENDA

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 Oxnard Housing Authority Board of Commissioners approve the minutes for July 15, July 29, September 2 and September 16, 2025.

It was moved by Commissioner Andrade, seconded by Commissioner Starr, to approve the recommended action. VOTE: Andrade, Perello, Perez, Rodriguez, Starr, Basua and Teran voted in favor; motion carried 7-0-1. Chair Mc Arthur was absent.

OXNARD CITY COUNCIL

At 7:43 p.m., the joint meeting with the Oxnard City Council concluded.

M. PUBLIC HEARINGS

N. REPORTS

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Vice Chair Teran adjourned the meeting at 7:43 p.m.

LOURDES A. LÓPEZ
Secretary Designate

GABE TERAN
Vice Chair



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: October 21, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Downtown Parking In Lieu Fee Agreement with Haven No. 8, LLC dba Haven (220 South A Street) for payment terms.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with Haven No. 8, LLC dba Haven ("Haven") {A-8600} in the amount of \$100,000 for downtown in-lieu parking fee payments over a one-year period.

(This item did not originate in Committee.)

BACKGROUND

On February 3, 2022, the Planning Commission approved Special Use Permit No, 21-516-21 for a commercial cannabis retail facility, located at 220 South A Street, Haven #8 LLC dba Haven. The use required 14 parking spaces. Oxnard City Code Section 16-147.3.C.7 (Figure 16-147.3.E.) allows land uses governed by the Downtown Code/Downtown Core (DT-C) Zone, which the site is within, to meet on-site parking space requirements through the payment of a parking in lieu fee. The project only provided four (4) on-site parking spaces, and was conditioned to pay an in-lieu parking fee of \$10,000 per mitigated parking space.

Applicants are required to comply with all conditions of approval, including payment of all outstanding fees prior to issuance of a certificate of occupancy.

Haven requested to pay the in lieu parking fee in quarterly installments over a one-year time period and have the city issue the certificate of occupancy so they can open their retail establishment. This request requires Council's authorization and approval of a Parking In Lieu Fee Agreement (Attachment 1).

ANALYSIS

The Special Use Permit included a condition of approval (Condition No. 38) to meet the parking requirements for the use with the payment of an in-lieu fee:

“Developer shall pay required in-lieu parking fee pursuant to the Downtown Code (Section 16-147.4.C.7.C). The in-lieu fee is required for a minimum of 50% of the required commercial parking spaces. The current in-lieu parking fee is \$10,000 per mitigated space and is tied to the Engineering News-Record (ENR) Construction Cost Index (CCI) for Los Angeles. The in-lieu parking fee is subject to fee adjustments adopted by the City Council until such time that the Developer pays the fee in full.”

With 14 commercial parking spaces required and only four (4) provided, the applicant may choose to pay the fee for all 10 remaining required spaces if unable to provide additional parking to meet the 14-space requirement. In this instance, the applicant has opted to pay the in-lieu fee for 10 parking spaces.

The parking agreement with Haven includes terms and conditions and establishes quarterly payments of \$25,000 (January 6, 2026; April 6, 2026; July 6, 2026; and October 6, 2026 - Attachment 1). Allowing the applicant to pay the conditioned amount in installments will help the business secure cashflow to meet a conditioned obligation, thereby encouraging the business to open despite capital constraints. If Haven fails to secure a certificate of occupancy on or before January 6, 2026, the payment schedule remains unchanged.

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, inviting new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

The parking in lieu will be recorded in the General Fund (Fund 101) revenue of the Community Development Department and will be programmed through the City's Capital Improvement Program (CIP). Per the terms of the agreement, \$50,000 will be recorded each Fiscal Year (2025-26 & 2026-27) for a total of \$100,000.

For Finance Use Only: General Fund (1014101 Obj. 43080) Project T0189.

COMMITTEE OUTCOME

This item did not originate in Committee. The project and associated condition was originally approved by the Planning Commission and the requirement stems from the requirements of the Downtown Code Section of the Oxnard Municipal Code (OMC).

Prepared by: Matthew Simpkins, Management Analyst

ATTACHMENTS

1. Draft Agreement No. 8600 with Haven No. 8, LLC. dba Haven

Attachment 1

Draft Agreement No. 8600 with Haven No. 8, LLC. dba Haven

**AGREEMENT NO. 8600
PARKING IN LIEU FEE AGREEMENT**

This In-Lieu Parking Fee Agreement ("Agreement") is entered into as of 9/15/25, by and between the City of Oxnard, a municipal corporation ("City"), and Haven #8 LLC dba Haven ("Cannabis Retailer"), collectively referred to as the "Parties," with respect to the following recitals and terms.

RECITALS

WHEREAS, the Planning Commission of the City of Oxnard approved Planning and Zoning Permit No. 21-516-21 (Special Use Permit) on February 3, 2022, for a commercial cannabis retail facility located at 220 South A Street, Oxnard, California (APN: 202-0-095-100) ("Project"); and

WHEREAS, pursuant to Condition 38 of Planning Commission Resolution No. 2022-13, 14 on site parking spaces are required for the Cannabis Retailer and given that the project only provides four (4) on site parking spaces, the Cannabis Retailer is required to pay an in-lieu parking fee associated with the deficiency of 10 on site parking spaces, as mandated by Oxnard City Code Section 16-147.3.C.7, and

WHEREAS, pursuant to Condition of approval, the in-lieu parking fee subject to the final approval of a fee study is set at \$10,000 per parking space to mitigate for the on site parking deficiency; and

WHEREAS, the Parties have agreed that the total in-lieu parking fee of \$100,000 for the 10 required on-site parking spaces shall be paid in quarterly installments over a one-year period, with the first payment due after issuance of a certificate of occupancy for the Project, to facilitate financial planning and compliance with the Downtown Code; and

WHEREAS, the Parties desire to formalize the payment schedule and terms for the in-lieu parking fee to ensure clarity and compliance with the conditions of approval for the Project.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. **Total In-Lieu Parking Fee.** The Cannabis Retailer shall pay a total in-lieu parking fee of \$100,000 for the 10 on-site parking spaces required for the Project, as stipulated in Condition 38 of Planning Commission Resolution No. 2022-13 and Oxnard City Code Section 16-147.3.C.7.
2. **Payment Schedule.** The in-lieu parking fee shall be paid in four equal quarterly installments of \$25,000 each, according to the following schedule: First Payment: \$25,000, due after the time of issuance of the certificate of occupancy which is anticipated to be on or before January 6, 2026; Second Payment: \$25,000, due on or before April 6, 2026; Third Payment: \$25,000, due on or before July 6, 2026; and Fourth Payment: \$25,000, due on or before October 6, 2026. If the Cannabis Retailer fails to secure a certificate of occupancy on or before January 6, 2026, the Payment Schedule described in this section shall remain unchanged.

3. Payment Method. Payments shall be made by certified check, wire transfer, or other method acceptable to the City's Finance Department, payable to the City of Oxnard. Payments shall be delivered through the Community Development Department to the City's Finance Department at 300 West Third Street, Oxnard, CA 93030, or as otherwise directed by the City.

5. Default and Remedies. Failure to make any quarterly payment by the due date shall constitute a default. In the event of default, the City may impose a late fee of 5% of the overdue amount for that quarterly payment and may pursue remedies including, but not limited to, suspension or revocation of the Commercial Cannabis Business Permit, as outlined in Oxnard City Code Section 11-461. The City shall provide written notice of default to the Cannabis Retailer, who shall have ten (10) business days to remedy the default.

6. Compliance with Conditions. Payment of the in-lieu parking fee in accordance with this Agreement satisfies Condition 38 of Planning Commission Resolution No. 2022-13, provided all payments are made timely and in full in compliance with the contract terms. The Cannabis Retailer shall remain responsible for compliance with all other conditions of approval.

7. Notices. All notices required under this Agreement shall be in writing and delivered by certified mail, email, or personal delivery to:

City: City of Oxnard, Attn: Kathleen Mallory, 214 S C Street, Oxnard, CA 93030, Email: kathleen.mallory@oxnard.org

Cannabis Retailer: Haven #8 LLC dba Haven, Attn: Mark Simonian, Haven #8, LLC 500 Westover Dr #17722 Sanford, NC 27330, Email: Mark@myhavenstores.com

8. Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding the in-lieu parking fee for the Project and supersedes any prior agreements or understandings, whether written or oral.

9. Amendments. Any amendments to this Agreement shall be in writing and signed by both Parties.

10. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the extent that the intent of the Parties can be preserved.

11. Waiver. No waiver by either Party of any breach or default under this Agreement shall constitute a waiver of any subsequent breach or default, nor shall it affect the enforceability of any other provision of this Agreement.

12. Assignment. Cannabis Retailer shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same effect as original signatures.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

Cannabis Retailer:

By: _____

Date

9/15/25

Its _____

Manager

**CITY OF OXNARD, a California
municipal corporation**

Luis Mc Arthur
Mayor

Date

Attest:

Lourdes A. Lopez
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

Date



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.3

DATE: October 21, 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 August 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 16.6% for August of 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. 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 August of 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 August of 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 August 31, 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

- Revenues
 - As of the end of August, the City has not received Property Taxes for the current fiscal year. The Sales Tax proceeds for the month of July 2025 were received in September and will be reported in the corresponding month.

General Fund-By Nature

- Expenditures
 - Overall expenses as of August 2025 are at 12.3% of the revised budget. All expenditure categories are below the 16.6% straight line extrapolation of the budget.

Enterprise Funds

- Revenues
 - Overall revenues are at 17.1%, in line with the expected revenues of 16.6% at this time of fiscal year.
- Expenditures
 - Overall expenditures are at 6.6% within the revised budget.

All Funds

- Revenues
 - Citywide revenues are at 9.6% of the revised budget. As mentioned in the General Fund section, as of August 31, the City has not received property or sales tax proceeds for the current fiscal year.
- Expenditures
 - Overall expenditures are at 11.8%, within the City's revised budget.

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. 251021 Monthly Financial Reports-August 2025
2. FY 2025-26 August Revenue
3. FY 2025-26 August Expense
4. FY 2025-26 August Balance Sheet



City of Oxnard
Monthly Financial Reports
August – 2025

City of Oxnard

General Fund-Revenues & Expenditures by Department

As of 8/31/2025 – 16.6% of Fiscal Year Elapsed

Report as to	August 31, 2025	Unaudited Financial Report			
Fund	General Fund				
Current Year Elapsed		16.67%			
		2025-26 Revised Budget	FY 2025-26 up to August 31, 2025	Actual vs Budget %	August 31 2024
Revenues					
Taxes					
Property Taxes	75,907,248	89,470	0.1%	83,333	
Sales Tax	117,077,698	-	0.0%	0	
Transient Occupancy Tax	6,167,875	259,598	4.2%	650,816	
Franchise Tax	4,850,000	-	0.0%	300	
Buisness License Tax	7,100,000	1,113,635	15.7%	1,228,539	
Other Taxes	1,500,000	74,563	5.0%	0	
License and Permits	2,608,648	592,003	22.7%	446,987	
Special revenues	2,778,990	192,297	6.9%	277,584	
Fees and Charges	7,339,272	824,891	11.2%	1,026,624	
Recreation Revenues	268,712	26,400	9.8%	23,319	
Investment Income	3,876,646	2,745,282	70.8%	3,365,205	
Miscellaneous	3,655,751	858,153	23.5%	1,029,697	
Total Revenues	233,130,840	6,776,292	2.9%	8,132,404	
Expenditures					
General Government					
City Council	592,634	73,415	12.4%	84,669	
City Clerk	651,395	65,705	10.1%	66,478	
City Manager	3,534,053	486,683	13.8%	528,854	
City Attorney	3,072,747	294,896	9.6%	294,220	
Finance	7,906,557	758,682	9.6%	905,172	
Human Resources	3,545,960	409,388	11.5%	430,346	
City Treasurer	450,298	3,903	0.9%		
Police	75,898,399	10,203,628	13.4%	10,961,809	
Fire	34,646,699	4,508,648	13.0%	5,084,047	
Public Works	28,720,640	2,743,441	9.6%	2,809,859	
Community Development	13,448,452	1,350,764	10.0%	1,443,747	
Culture, Leisure and Library Services	13,751,420	1,671,985	12.2%	1,633,644	
Housing	5,139,931	1,116,094	21.7%	1,681,522	
Non Departmental	3,789,114	400,979	10.6%	283,242	
Total Expenditures	195,148,299	24,088,210	12.3%	26,207,609	
Excess of Revenue Over/(Under) Expenditures	37,982,541	(17,311,918)	-45.6%	(18,075,205)	
Other Financing Sources					
Transfers in	10,525,225	1,445,971	13.7%	1,816,119	
Transfers out	(48,580,584)	(5,183,811)	10.7%	(4,412,038)	
Net transfers	(38,055,359)	(3,737,840)	9.8%	(2,595,919)	
Total Other Financing Sources	(38,055,359)	(3,737,840)	9.8%	(2,595,919)	
Net Change in Fund Balance	(72,818)	(21,049,758)	28907.4%	(20,671,124)	

City of Oxnard

General Fund-Revenues & Expenditures by Nature

As of 8/31/2025 – 16.6% of Fiscal Year Elapsed

Report as to August 31, 2025
Fund General Fund
Current Year Elapsed

Unaudited Financial Report

16.67%

	2025-26 Revised Budget	FY 2025-26 up to August 31, 2025	Actual vs Budget %	August 31 2024
Revenues				
Taxes				
Property Taxes	75,907,248	89,470	0.1%	83,333
Sales Tax	117,077,698	-	0.0%	0
Transient Occupancy Tax	6,167,875	259,598	4.2%	650,816
Franchise Tax	4,850,000	-	0.0%	300
Buisness License Tax	7,100,000	1,113,635	15.7%	1,228,539
Other Taxes	1,500,000	74,563	5.0%	0
License and Permits	2,608,648	592,003	22.7%	446,987
Special revenues	2,778,990	192,297	6.9%	277,584
Fees and Charges	7,339,272	824,891	11.2%	1,026,624
Recreation Revenues	268,712	26,400	9.8%	23,319
Investment Income	3,876,646	2,745,282	70.8%	3,365,205
Miscellaneous	3,655,751	858,153	23.5%	1,029,697
Total Revenues	233,130,840	6,776,292	2.9%	8,132,404
Expenditures				
Employment	153,706,928	20,313,677	13.2%	21,548,302
Supplies	5,358,265	470,701	8.8%	627,818
Services	23,412,180	2,186,160	9.3%	2,900,051
Utilities and Energy	5,774,624	788,186	13.6%	845,790
Maintenance	371,063	17,711	4.8%	15,857
Capital Expenditures	266,357	-	0.0%	0
Financing	6,258,882	311,775	5.0%	269,791
Total Expenditures	195,148,299	24,088,211	12.3%	26,207,609
Excess of Revenue Over/(Under) Expenditures	37,982,541	(17,311,919)	-45.6%	(18,075,205)
Other Financing Sources				
Transfers in	10,525,225	1,445,971	13.7%	1,816,119
Transfers out	(48,580,584)	(5,183,811)	10.7%	(4,412,038)
Net transfers	(38,055,359)	(3,737,840)	9.8%	(2,595,919)
Total Other Financing Sources	(38,055,359)	(3,737,840)	9.8%	(2,595,919)
Net Change in Fund Balance	(72,818)	(21,049,759)	28907.4%	(20,671,124)

City of Oxnard

Enterprise Funds-Revenues & Expenditures

As of 8/31/2025 – 16.6% of Fiscal Year Elapsed

Report as to	August 31, 2025	Unaudited Financial Report			
Fund	Enterprise Funds				
Current Year Elapsed					16.67%
	2025-26 Revised Budget	FY 2025-26 up to August 31, 2025	Actual vs Budget %	August 31 2024	
Revenues					
Fees and Charges	1,471,450	302,681	20.6%	187,305	
Recreation Revenues	6,500,000	249,478	3.8%	1,485,312	
Utilities	177,792,387	32,538,982	18.3%	21,817,452	
Investment Income	6,092,369	-	0.0%	0	
Miscellaneous	2,136,904	22,519	1.1%	28,641	
Total Revenues	193,993,110	33,113,660	17.1%	23,518,710	
Expenditures					
Employment	52,200,685	5,991,953	11.5%	6,735,664	
Supplies	10,407,990	619,826	6.0%	1,091,214	
Services	64,341,556	2,546,058	4.0%	1,632,610	
Utilities and energy	49,314,794	4,131,164	8.4%	3,785,679	
Maintenance	771,052	15,822	2.1%	30,447	
Capital expenditures	10,156,065	244,400	2.4%	20,484	
Financing	29,166,460	671,459	2.3%	0	
Insurance	126,000	-	0.0%	0	
Total Expenditures	216,484,602	14,220,682	6.6%	13,296,098	
Excess of Revenue Over/(Under) Expenditures	(22,491,492)	18,892,978	-84.0%	10,222,612	
Other Financing Sources					
Transfers in	52,073,486	159,340	0.3%	295,100	
Transfers out	(74,361,721)	(2,986,238)	4.0%	(3,126,958)	
Net transfers	(22,288,235)	(2,826,898)	12.7%	(2,831,858)	
Total Other Financing Sources	(22,288,235)	(2,826,898)	12.7%	(2,831,858)	
Net Change in Fund Balance	(44,779,727)	16,066,080	-35.9%	7,390,754	

City of Oxnard

All Funds-Revenues & Expenditures

As of 8/31/2025 – 16.6% of Fiscal Year Elapsed

Report as to August 31, 2025
Fund All Funds
Current Year Elapsed

Unaudited Financial Report

16.67%

	2025-26 Revised Budget	FY 2025-25 up to August 31, 2025	Actual vs Budget %	August 31 2024
Revenues				
Taxes				
Property Taxes	96,498,832	89,470	0.1%	83,333
Sales Tax	136,268,644	-	0.0%	0
Transient Occupancy Tax	6,167,875	259,598	4.2%	650,816
Franchise Tax	5,160,000	-	0.0%	300
Buisness License Tax	7,138,371	1,120,367	15.7%	1,236,519
Other Taxes	1,500,000	74,563	5.0%	0
License and Permits	5,925,169	6,157,073	103.9%	1,702,199
Special revenues	15,267,675	716,334	4.7%	1,012,263
Fees and Charges	9,858,575	3,107,640	31.5%	1,373,519
Recreation Revenues	6,768,712	275,878	4.1%	1,508,631
Utilities	177,792,387	32,538,982	18.3%	21,817,452
Special Assessments	13,252,413	-	0.0%	0
Grant revenue	12,825,370	853,878	6.7%	4,159,541
Investment Income	15,740,002	2,745,922	17.4%	3,377,244
Miscellaneous	5,088,990	1,267,417	24.9%	1,121,143
Total Revenues	515,253,015	49,207,122	9.6%	38,042,960
Expenditures				
Employment	271,123,705	34,023,382	12.5%	35,033,943
Supplies	20,763,938	1,629,297	7.8%	2,106,686
Services	162,887,087	11,665,480	7.2%	7,663,324
Utilities and energy	62,546,396	5,740,395	9.2%	5,239,616
Maintenance	2,590,697	156,756	6.1%	178,484
Captial expenditures	15,391,213	274,918	1.8%	127,549
Financing	56,913,204	9,589,778	16.8%	4,203,589
Insurance	20,158,127	8,942,627	44.4%	7,692,003
Total Expenditures	612,374,367	72,022,634	11.8%	62,245,194
Excess of Revenue Over/(Under) Expenditures	(97,121,352)	(22,815,511)	23.5%	(24,202,234)
Other Financing Sources				
Transfers in	188,200,461	12,600,498	6.7%	11,261,050
Transfers out	(175,905,336)	(9,596,942)	5.5%	(9,260,429)
Net transfers	12,295,125	3,003,556	24.4%	2,000,621
Total Other Financing Sources	12,295,125	3,003,556	24.4%	2,000,621
Net Change in Fund Balance	(84,826,227)	(19,811,955)	23.4%	(22,201,613)

YEAR-TO-DATE BUDGET REPORT
REVENUE - AUGUST 2025 (PRELIMINARY)

FOR 2026 02

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND									
1011001	40100	PROPERTY-CURRENT SEC	-40,622,366	-40,622,366	.00	.00	.00	-40,622,366.00	.0%
1011001	40120	PROPERTY-CURRENT UNS	-1,393,532	-1,393,532	.00	.00	.00	-1,393,532.00	.0%
1011001	40130	PROPERTY-DELIQ UNSE	-53,500	-53,500	.00	.00	.00	-53,500.00	.0%
1011001	40140	SUPPLEMENTAL ROLL TA	-785,840	-785,840	.00	.00	.00	-785,840.00	.0%
1011001	40170	RESIDUAL DISTRIB TO	-6,095,800	-6,095,800	.00	.00	.00	-6,095,800.00	.0%
1011001	40180	INTEREST, PENALTIES	-262,900	-262,900	-52,743.50	-23,419.59	.00	-210,156.50	20.1%
1011001	40190	PROP TAX-IN LIEU OF	-26,127,610	-26,127,610	.00	.00	.00	-26,127,610.00	.0%
1011001	40195	PROPERTY TRANSFER TA	-565,700	-565,700	-36,726.49	-36,726.49	.00	-528,973.51	6.5%
1011001	40200	SALES TAX REVENUE	-59,536,283	-59,536,283	.00	.00	.00	-59,536,283.00	.0%
1011001	40210	SALES TAX - MEASURE	-57,541,415	-57,541,415	.00	.00	.00	-57,541,415.00	.0%
1011001	40300	TRANSIENT OCCUPANCY	-6,167,875	-6,167,875	-259,597.95	-259,845.75	.00	-5,908,277.05	4.2%
1011001	40400	FRANCHISE FEES	-4,850,000	-4,850,000	.00	.00	.00	-4,850,000.00	.0%
1011001	40500	BUSINESS LICENSE FEE	-7,100,000	-7,100,000	-1,113,634.97	-611,765.40	.00	-5,986,365.03	15.7%
1011001	40600	CANNABIS TAX REVENUE	-1,500,000	-1,500,000	-74,563.00	-74,563.00	.00	-1,425,437.00	5.0%
1011001	41400	CANNABIS PERMIT FEES	-6,250	-6,250	-1,875.00	-1,125.00	.00	-4,375.00	30.0%
1011001	41500	OTHER LICENSE & PERM	-320,000	-320,000	-52,297.53	-18,814.94	.00	-267,702.47	16.3%
1011001	42400	HOMEOWNER PROP TAX R	-230,400	-230,400	.00	.00	.00	-230,400.00	.0%
1011001	42410	STATE MANDATE COST R	-165,280	-165,280	-435.00	-435.00	.00	-164,845.00	.3%
1011001	42430	PUBLIC SAFETY AUGMEN	-1,965,300	-1,965,300	-191,862.02	.00	.00	-1,773,437.98	9.8%
1011001	42440	PAYMENT IN LIEU OF P	-23,190	-23,190	.00	.00	.00	-23,190.00	.0%
1011001	42450	VEHICLE LICENSE FEES	-318,020	-318,020	.00	.00	.00	-318,020.00	.0%
1011001	43060	MISC PLANNING FEES	-3,960	-3,960	-233.82	.00	.00	-3,726.18	5.9%
1011001	43230	COURT FINES - NON-TR	-254,820	-254,820	.00	.00	.00	-254,820.00	.0%
1011001	43264	WITNESS FEE	0	0	-1,100.00	-825.00	.00	1,100.00	100.0%
1011001	43300	RENTAL REVENUE (SHOR	-66,900	-66,900	-2,462.86	-1,231.43	.00	-64,437.14	3.7%
1011001	43310	LEASE REVENUE (LONG	0	0	-7,291.66	-3,645.83	.00	7,291.66	100.0%
1011001	43400	DAMAGE REIMBURSEMENT	-5,800	-5,800	-19,169.05	-18,711.87	.00	13,369.05	330.5%
1011001	47000	MISCELLANEOUS REVENU	-120,000	-120,000	-158.22	.00	.00	-119,841.78	.1%
1011001	47000	T0022 MISCELLANEOUS R	0	0	-98,140.00	-50,440.00	.00	98,140.00	100.0%
1011001	47000	T0190 MISCELLANEOUS R	0	0	-555,555.56	-277,777.78	.00	555,555.56	100.0%
1011001	47100	INTEREST INC- INVEST	-3,873,413	-3,873,413	-2,182,560.94	-567,711.67	.00	-1,690,852.06	56.3%
1011001	47101	INTEREST INC-VCIP	0	0	-562,721.10	-281,360.55	.00	562,721.10	100.0%
1011001	47110	OTHER INTEREST INCOM	-1,000	-1,000	41.75	.00	.00	-1,041.75	-4.2%
1011001	47120	GAIN/LOSS ON SALE OF	-8,000	-8,000	.00	.00	.00	-8,000.00	.0%
1011001	47300	T0162 DONATIONS AND C	0	0	-54,412.53	-52,952.53	.00	54,412.53	100.0%
1011001	47700	OTHER REIMBURSEMENTS	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
1011001	47800	SALES OF ASSETS	-150,000	-150,000	-4,861.00	-4,861.00	.00	-145,139.00	3.2%
1011001	49200	INDIRECT COST REIMB	-7,354,564	-7,354,564	-1,225,760.62	-612,880.31	.00	-6,128,803.38	16.7%
1011401	47000	MISCELLANEOUS REVENU	-5,500	-5,500	-1,400.00	-900.00	.00	-4,100.00	25.5%
1011501	47110	OTHER INTEREST INCOM	-1,433	-1,433	-681.92	.00	.00	-751.08	47.6%

YEAR-TO-DATE BUDGET REPORT
REVENUE - AUGUST 2025 (PRELIMINARY)

FOR 2026 02

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1011501	47700	OTHER REIMBURSEMENTS	-1,020	-1,020	-915.77	.00	.00	-104.23	89.8%
1011501	49000	TRANSFERS IN (LABOR)	-10,404	-10,404	.00	.00	.00	-10,404.00	.0%
1011601	47000	MISCELLANEOUS REVENU	-20,000	-20,000	-3,984.50	-2,094.21	.00	-16,015.50	19.9%
1011621	43260	MISCELLANEOUS FEES	-14,000	-14,000	-7,490.00	-3,715.00	.00	-6,510.00	53.5%
1011621	47910	REVENUES IN SUSPENSE	0	0	-29,319.00	-12,017.64	.00	29,319.00	100.0%
1012111	41500	OTHER LICENSE & PERM	-145,654	-145,654	-30,865.00	.00	.00	-114,789.00	21.2%
1012111	42420	B2302 POST POLICE OFF	-76,800	-76,800	.00	.00	.00	-76,800.00	.0%
1012111	43000	FALSE ALARM FINE	-289,912	-289,912	-50.00	-25.00	.00	-289,862.00	.0%
1012111	43210	PARKING FINES	-1,780,006	-1,780,006	2,658.00	1,710.00	.00	-1,782,664.00	-.1%
1012111	47000	MISCELLANEOUS REVENU	-5,100	-5,100	.00	.00	.00	-5,100.00	.0%
1012111	47700	OTHER REIMBURSEMENTS	-1,473,956	-1,473,956	-90,982.98	-90,982.98	.00	-1,382,973.02	6.2%
1012113	43250	MISCELLANEOUS FINES	-51,400	-51,400	.00	.00	.00	-51,400.00	.0%
1012121	47700	OTHER REIMBURSEMENTS	-128,256	-128,256	-4,508.00	-4,508.00	.00	-123,748.00	3.5%
1012121	47800	SALES OF ASSETS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012131	43260	MISCELLANEOUS FEES	-384,749	-384,749	-92,841.76	-52,618.51	.00	-291,907.24	24.1%
1012131	47000	MISCELLANEOUS REVENU	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012501	47700	OTHER REIMBURSEMENTS	-1,345,000	-1,345,000	.00	.00	.00	-1,345,000.00	.0%
1012501	47700	B2501 OTHER REIMBURSE	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
1012501	47700	T0048 OTHER REIMBURSE	0	0	.00	224,664.21	.00	.00	.0%
1012501	49025	TRANSFERS IN - INTER	-364,509	-364,509	.00	.00	.00	-364,509.00	.0%
1012511	41100	FIRE INSPECTION FEES	-300,000	-300,000	-74,484.20	-27,075.20	.00	-225,515.80	24.8%
1012511	41500	OTHER LICENSE & PERM	-200,000	-200,000	-6,231.00	-4,851.00	.00	-193,769.00	3.1%
1012511	43000	FALSE ALARM FINE	0	0	-8,141.01	-2,433.26	.00	8,141.01	100.0%
1013101	49000	TRANSFERS IN (LABOR)	-1,144,328	-1,144,328	.00	.00	.00	-1,144,328.00	.0%
1013102	43050	PLAN CHECK FEES	-60,000	-60,000	-11,640.00	-5,917.00	.00	-48,360.00	19.4%
1013102	43400	DAMAGE REIMBURSEMENT	-35,000	-35,000	-13,033.98	-13,033.98	.00	-21,966.02	37.2%
1013102	47700	OTHER REIMBURSEMENTS	-4,500	-4,500	.00	.00	.00	-4,500.00	.0%
1013102	49000	TRANSFERS IN (LABOR)	-55,749	-55,749	.00	.00	.00	-55,749.00	.0%
1013301	43120	OTHER CONCESSIONS	-135,000	-135,000	-45,057.96	-26,609.01	.00	-89,942.04	33.4%
1013301	43130	LEASED SPACE - CELLU	-140,000	-140,000	-26,357.93	-11,654.37	.00	-113,642.07	18.8%
1013301	47000	MISCELLANEOUS REVENU	-13,089	-13,089	-257.50	-257.50	.00	-12,831.50	2.0%
1013301	49025	TRANSFERS IN - INTER	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1013302	43400	DAMAGE REIMBURSEMENT	-30,000	-30,000	-728.00	-728.00	.00	-29,272.00	2.4%
1013302	47000	MISCELLANEOUS REVENU	-15,000	-15,000	-162.24	-162.24	.00	-14,837.76	1.1%
1013303	47000	MISCELLANEOUS REVENU	-15,000	-15,000	-561.13	-157.73	.00	-14,438.87	3.7%
1013401	43400	DAMAGE REIMBURSEMENT	-40,000	-40,000	-1,349.20	-1,349.20	.00	-38,650.80	3.4%
1013401	47000	MISCELLANEOUS REVENU	0	0	-640.00	-640.00	.00	640.00	100.0%
1014101	41450	CANNABIS PERMIT RENE	-129,940	-129,940	-27,816.00	.00	.00	-102,124.00	21.4%
1014101	41500	OTHER LICENSE & PERM	-43,887	-43,887	-9,257.16	-3,857.15	.00	-34,629.84	21.1%
1014101	43030	GENERAL PLAN MAINTEN	-215,156	-215,156	.00	.00	.00	-215,156.00	.0%
1014101	43030	M1404 GENERAL PLAN MA	0	0	-164,695.44	-10,804.56	.00	164,695.44	100.0%
1014101	43040	ZONING-SUB FEES STAN	-339,163	-339,163	-63,093.45	-25,416.43	.00	-276,069.55	18.6%
1014101	43050	PLAN CHECK FEES	0	0	-297.50	.00	.00	297.50	100.0%
1014101	43060	MISC PLANNING FEES	-10,165	-10,165	-1,450.00	-435.00	.00	-8,715.00	14.3%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1014101	43260	MISCELLANEOUS FEES	-5,434	-5,434	-679.24	.00	.00	-4,754.76	12.5%
1014101	47700	OTHER REIMBURSEMENTS	-200,000	-200,000	-3,713.70	-1,471.20	.00	-196,286.30	1.9%
1014102	41000	BUILDING PERMIT FEES	-950,213	-950,213	-276,027.18	-60,965.50	.00	-674,185.82	29.0%
1014102	41001	PLUMBING PERMIT FEES	-104,546	-104,546	-30,927.83	-5,969.59	.00	-73,618.17	29.6%
1014102	41002	ELECTRICAL PERMIT FE	-183,877	-183,877	-36,223.86	-7,418.34	.00	-147,653.14	19.7%
1014102	41003	HEATING/VENT PERMIT	-54,825	-54,825	-16,118.00	-3,249.32	.00	-38,707.00	29.4%
1014102	41500	OTHER LICENSE & PERM	-169,456	-169,456	-29,880.00	-14,040.00	.00	-139,576.00	17.6%
1014102	43011	INSPECTION FEES/TRAC	-850,000	-850,000	.00	.00	.00	-850,000.00	.0%
1014102	43012	INSPECTION FEES/ENCR	-250,000	-250,000	-40,397.01	-30,638.99	.00	-209,602.99	16.2%
1014102	43013	INSPECTOR OT REIMBUR	-100,000	-100,000	-44,114.50	-27,212.80	.00	-55,885.50	44.1%
1014102	43014	INSPECTION FEES/ENER	-23,896	-23,896	-41,178.28	-1,711.48	.00	17,282.28	172.3%
1014102	43051	PLAN CHECK FEES/BLDG	-1,011,473	-1,011,473	-139,214.34	-65,567.83	.00	-872,258.66	13.8%
1014102	43052	PLAN CHECK FEES/ENGI	-600,000	-600,000	-21,291.00	-5,561.25	.00	-578,709.00	3.5%
1014102	43053	PLAN CHECK FEES/ENER	-17,669	-17,669	-4,075.37	-1,454.76	.00	-13,593.63	23.1%
1014102	43054	PLAN CHECK FEES/ELEC	-68,826	-68,826	-6,574.19	-3,426.14	.00	-62,251.81	9.6%
1014102	43055	PLAN CHECK FEES/MECH	-12,794	-12,794	-1,271.88	-523.54	.00	-11,522.12	9.9%
1014102	43056	PLAN CHECK FEES/PLUM	-22,109	-22,109	-2,178.73	-1,194.16	.00	-19,930.27	9.9%
1014102	43060	MISC PLANNING FEES	-480	-480	.00	.00	.00	-480.00	.0%
1014102	43260	MISCELLANEOUS FEES	-141,552	-141,552	-19,648.74	-7,716.70	.00	-121,903.26	13.9%
1014103	43010	INSPECTION FEES	-1,669	-1,669	.00	.00	.00	-1,669.00	.0%
1014103	43250	MISCELLANEOUS FINES	-103,724	-103,724	.00	.00	.00	-103,724.00	.0%
1015401	43300	RENTAL REVENUE (SHOR	-2,000	-2,000	-983.25	-290.25	.00	-1,016.75	49.2%
1015402	43250	MISCELLANEOUS FINES	-200	-200	-228.00	-95.00	.00	28.00	114.0%
1015402	47700	OTHER REIMBURSEMENTS	-1,200	-1,200	-239.75	-119.00	.00	-960.25	20.0%
1015403	47000	MISCELLANEOUS REVENU	-2,500	-2,500	-817.64	-412.36	.00	-1,682.36	32.7%
1015405	43250	MISCELLANEOUS FINES	0	0	-30.50	.00	.00	30.50	100.0%
1015405	47000	MISCELLANEOUS REVENU	-1,830	-1,830	-533.86	-135.05	.00	-1,296.14	29.2%
1015405	47700	OTHER REIMBURSEMENTS	-15,600	-15,600	-2,748.96	-1,310.00	.00	-12,851.04	17.6%
1015501	43300	RENTAL REVENUE (SHOR	-90,000	-90,000	-1,127.25	-1,127.25	.00	-88,872.75	1.3%
1015501	43300	T0061 RENTAL REVENUE	0	0	-2,895.75	-2,895.75	.00	2,895.75	100.0%
1015501	43300	T0062 RENTAL REVENUE	0	0	-1,066.50	-1,066.50	.00	1,066.50	100.0%
1015501	43300	T0083 RENTAL REVENUE	0	0	-337.50	-337.50	.00	337.50	100.0%
1015501	43310	LEASE REVENUE (LONG	-108,602	-108,602	.00	.00	.00	-108,602.00	.0%
1015501	43310	T0078 LEASE REVENUE (	0	0	-18,100.38	-9,050.19	.00	18,100.38	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	-783.81	-783.81	.00	783.81	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	-2,786.17	-2,571.03	.00	2,786.17	100.0%
1015501	44010	T0076 RECREATION CLAS	0	0	-360.95	-235.10	.00	360.95	100.0%
1015501	44020	SPECIAL EVENTS	-15,000	-15,000	.00	.00	.00	-15,000.00	.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	-20,726.15	-7,487.74	.00	20,726.15	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%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1015502 44000 T0090 YOUTH ADULT SPO		0	0	-46.69	.00	.00	46.69	100.0%
1015502 44020 SPECIAL EVENTS		-167,912	-167,912	.00	.00	.00	-167,912.00	.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	-5,000	.00	.00	.00	-5,000.00	.0%
1015503 44020 SPECIAL EVENTS		-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1015503 44020 T0063 SPECIAL EVENTS		0	0	-331.61	-282.20	.00	331.61	100.0%
1015503 44020 T0065 SPECIAL EVENTS		0	0	-1,365.00	.00	.00	1,365.00	100.0%
1015503 47000 MISCELLANEOUS REVENU		-14,000	-14,000	.00	.00	.00	-14,000.00	.0%
1015503 47300 DONATIONS AND CONTRI		0	0	-100.00	-100.00	.00	100.00	100.0%
1015511 44020 SPECIAL EVENTS		-7,000	-7,000	.00	.00	.00	-7,000.00	.0%
1015511 47000 MISCELLANEOUS REVENU		-6,000	-6,000	-3,500.00	-3,500.00	.00	-2,500.00	58.3%
1015511 49000 TRANSFERS IN (LABOR)		-76,000	-76,000	.00	.00	.00	-76,000.00	.0%
1015511 49940 M1103 TRANSFER IN - M		-1,321,263	-1,321,263	-220,210.50	-110,105.25	.00	-1,101,052.50	16.7%
1018104 43260 MISCELLANEOUS FEES		-67,813	-67,813	-11,072.88	-4,977.18	.00	-56,740.12	16.3%
1018106 43250 MISCELLANEOUS FINES		0	0	-4,600.00	-4,600.00	.00	4,600.00	100.0%
TOTAL GENERAL FUND		-243,656,065	-243,656,065	-8,222,262.65	-3,364,564.66	.00	-235,433,802.35	3.4%
TOTAL REVENUES		-243,656,065	-243,656,065	-8,222,262.65	-3,364,564.66	.00	-235,433,802.35	
104 HALF CENT SALES TAX - MEAS 0								
1041001 40200 SALES TAX REVENUE		-19,190,946	-19,190,946	.00	.00	.00	-19,190,946.00	.0%
1041001 47100 INTEREST INC- INVEST		-721,578	-721,578	.00	.00	.00	-721,578.00	.0%
TOTAL HALF CENT SALES TAX - MEAS		-19,912,524	-19,912,524	.00	.00	.00	-19,912,524.00	.0%
TOTAL REVENUES		-19,912,524	-19,912,524	.00	.00	.00	-19,912,524.00	
105 STREET MAINTENANCE (IUF) FUND								
1051001 49160 INFRASTRUCTURE USE F		-2,048,468	-2,048,468	.00	.00	.00	-2,048,468.00	.0%
TOTAL STREET MAINTENANCE (IUF) FU		-2,048,468	-2,048,468	.00	.00	.00	-2,048,468.00	.0%
TOTAL REVENUES		-2,048,468	-2,048,468	.00	.00	.00	-2,048,468.00	
114 STORM WATER MANAGEMENT FUND								
1141001 49910 TRANSFER IN - STORM		-1,785,840	-1,785,840	.00	.00	.00	-1,785,840.00	.0%
1143501 46200 SPECIAL ASSMNT REV-O		-323,603	-323,603	436,961.93	.00	.00	-760,564.93	-135.0%

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114	STORM WATER MANAGEMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1143501 47700	OTHER REIMBURSEMENTS	0	0	-522.38	-452.38	.00	522.38	100.0%
	TOTAL STORM WATER MANAGEMENT FUND	-2,109,443	-2,109,443	436,439.55	-452.38	.00	-2,545,882.55	-20.7%
	TOTAL REVENUES	-2,109,443	-2,109,443	436,439.55	-452.38	.00	-2,545,882.55	
119 PUBLIC SAFETY RETIREMENT FUND								
1191001 40160	PUBLIC SAFETY PROPER	-20,591,584	-20,591,584	.00	.00	.00	-20,591,584.00	.0%
	TOTAL PUBLIC SAFETY RETIREMENT FU	-20,591,584	-20,591,584	.00	.00	.00	-20,591,584.00	.0%
	TOTAL REVENUES	-20,591,584	-20,591,584	.00	.00	.00	-20,591,584.00	
120 MAINT ASSMNT DIST								
20003801 47100	INTEREST INC- INVES	4,525	4,525	.00	.00	.00	4,525.00	.0%
20003801 49020	TRANSFER IN - INTRA	-2,995,921	-2,995,921	.00	.00	.00	-2,995,921.00	.0%
20003801 49025	TRANSFERS IN - INTE	-57,556	-57,556	.00	.00	.00	-57,556.00	.0%
20303801 46100	SPECIAL ASSMNT REV-	-41,982	-41,982	.00	.00	.00	-41,982.00	.0%
20303801 47100	INTEREST INC- INVES	-4,341	-4,341	.00	.00	.00	-4,341.00	.0%
20303801 49920	INTERFND TRNSFRS IN	-1,752	-1,752	.00	.00	.00	-1,752.00	.0%
21003801 46100	SPECIAL ASSMNT REV-	-11,842	-11,842	.00	.00	.00	-11,842.00	.0%
21003801 47100	INTEREST INC- INVES	-928	-928	.00	.00	.00	-928.00	.0%
21003801 49920	INTERFND TRNSFRS IN	-547	-547	.00	.00	.00	-547.00	.0%
21103801 46100	SPECIAL ASSMNT REV-	-6,990	-6,990	.00	.00	.00	-6,990.00	.0%
21103801 47100	INTEREST INC- INVES	20	20	.00	.00	.00	20.00	.0%
21103801 49920	INTERFND TRNSFRS IN	-1,543	-1,543	.00	.00	.00	-1,543.00	.0%
21203801 46100	SPECIAL ASSMNT REV-	-15,473	-15,473	.00	.00	.00	-15,473.00	.0%
21203801 47100	INTEREST INC- INVES	-1,145	-1,145	.00	.00	.00	-1,145.00	.0%
21203801 49920	INTERFND TRNSFRS IN	-604	-604	.00	.00	.00	-604.00	.0%
21303801 46100	SPECIAL ASSMNT REV-	-12,416	-12,416	.00	.00	.00	-12,416.00	.0%
21303801 47100	INTEREST INC- INVES	-957	-957	.00	.00	.00	-957.00	.0%
21303801 49920	INTERFND TRNSFRS IN	-3,116	-3,116	.00	.00	.00	-3,116.00	.0%
21403801 46100	SPECIAL ASSMNT REV-	-36,693	-36,693	.00	.00	.00	-36,693.00	.0%
21403801 47100	INTEREST INC- INVES	-1,507	-1,507	.00	.00	.00	-1,507.00	.0%
21403801 49920	INTERFND TRNSFRS IN	-4,832	-4,832	.00	.00	.00	-4,832.00	.0%
21603801 46100	SPECIAL ASSMNT REV-	-19,552	-19,552	.00	.00	.00	-19,552.00	.0%
21603801 47100	INTEREST INC- INVES	-931	-931	.00	.00	.00	-931.00	.0%
21603801 49920	INTERFND TRNSFRS IN	-9,290	-9,290	.00	.00	.00	-9,290.00	.0%
22303801 46100	SPECIAL ASSMNT REV-	-5,588	-5,588	.00	.00	.00	-5,588.00	.0%
22303801 47100	INTEREST INC- INVES	-300	-300	.00	.00	.00	-300.00	.0%

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120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
22303801	49920	INTERFND	TRANSFRS IN	-5,283	-5,283	.00	.00	.00	-5,283.00	.0%
22403801	46100	SPECIAL ASSMNT	REV-	-18,300	-18,300	.00	.00	.00	-18,300.00	.0%
22403801	47100	INTEREST INC-	INVES	-935	-935	.00	.00	.00	-935.00	.0%
22403801	49920	INTERFND	TRANSFRS IN	-6,869	-6,869	.00	.00	.00	-6,869.00	.0%
22503801	46100	SPECIAL ASSMNT	REV-	-23,799	-23,799	.00	.00	.00	-23,799.00	.0%
22503801	47100	INTEREST INC-	INVES	-1,017	-1,017	.00	.00	.00	-1,017.00	.0%
22503801	49920	INTERFND	TRANSFRS IN	-795	-795	.00	.00	.00	-795.00	.0%
22703801	46100	SPECIAL ASSMNT	REV-	-18,649	-18,649	.00	.00	.00	-18,649.00	.0%
22703801	47100	INTEREST INC-	INVES	-1,031	-1,031	.00	.00	.00	-1,031.00	.0%
22703801	49920	INTERFND	TRANSFRS IN	-14,049	-14,049	.00	.00	.00	-14,049.00	.0%
22803801	46100	SPECIAL ASSMNT	REV-	-59,867	-59,867	.00	.00	.00	-59,867.00	.0%
22803801	47100	INTEREST INC-	INVES	-3,633	-3,633	.00	.00	.00	-3,633.00	.0%
22803801	49920	INTERFND	TRANSFRS IN	-1,822	-1,822	.00	.00	.00	-1,822.00	.0%
23003801	46100	SPECIAL ASSMNT	REV-	-31,276	-31,276	.00	.00	.00	-31,276.00	.0%
23003801	47100	INTEREST INC-	INVES	-3,237	-3,237	.00	.00	.00	-3,237.00	.0%
23003801	49920	INTERFND	TRANSFRS IN	-1,439	-1,439	.00	.00	.00	-1,439.00	.0%
23103801	46100	SPECIAL ASSMNT	REV-	-105,502	-105,502	.00	.00	.00	-105,502.00	.0%
23103801	47100	INTEREST INC-	INVES	-1,610	-1,610	.00	.00	.00	-1,610.00	.0%
23103801	49920	INTERFND	TRANSFRS IN	-5,814	-5,814	.00	.00	.00	-5,814.00	.0%
23203801	46100	SPECIAL ASSMNT	REV-	-18,212	-18,212	.00	.00	.00	-18,212.00	.0%
23203801	47100	INTEREST INC-	INVES	-2,113	-2,113	.00	.00	.00	-2,113.00	.0%
23203801	49920	INTERFND	TRANSFRS IN	-2,200	-2,200	.00	.00	.00	-2,200.00	.0%
23303801	46100	SPECIAL ASSMNT	REV-	-78,421	-78,421	.00	.00	.00	-78,421.00	.0%
23303801	47100	INTEREST INC-	INVES	-2,143	-2,143	.00	.00	.00	-2,143.00	.0%
23303801	49920	INTERFND	TRANSFRS IN	-1,955	-1,955	.00	.00	.00	-1,955.00	.0%
23403801	46100	SPECIAL ASSMNT	REV-	-81,469	-81,469	.00	.00	.00	-81,469.00	.0%
23403801	47100	INTEREST INC-	INVES	-3,168	-3,168	.00	.00	.00	-3,168.00	.0%
23403801	49920	INTERFND	TRANSFRS IN	-6,278	-6,278	.00	.00	.00	-6,278.00	.0%
23603801	46100	SPECIAL ASSMNT	REV-	-165,350	-165,350	.00	.00	.00	-165,350.00	.0%
23603801	47100	INTEREST INC-	INVES	-4,072	-4,072	.00	.00	.00	-4,072.00	.0%
23603801	49920	INTERFND	TRANSFRS IN	-47,636	-47,636	.00	.00	.00	-47,636.00	.0%
23703801	46100	SPECIAL ASSMNT	REV-	-233	-233	.00	.00	.00	-233.00	.0%
23703801	47100	INTEREST INC-	INVES	-5,256	-5,256	.00	.00	.00	-5,256.00	.0%
23703801	49920	INTERFND	TRANSFRS IN	-30,084	-30,084	.00	.00	.00	-30,084.00	.0%
23803801	46100	SPECIAL ASSMNT	REV-	-93,951	-93,951	.00	.00	.00	-93,951.00	.0%
23803801	47100	INTEREST INC-	INVES	-3,090	-3,090	.00	.00	.00	-3,090.00	.0%
23803801	49920	INTERFND	TRANSFRS IN	-4,361	-4,361	.00	.00	.00	-4,361.00	.0%
23903801	46100	SPECIAL ASSMNT	REV-	-110,343	-110,343	.00	.00	.00	-110,343.00	.0%
23903801	47100	INTEREST INC-	INVES	-6,062	-6,062	.00	.00	.00	-6,062.00	.0%
23903801	49920	INTERFND	TRANSFRS IN	-46,225	-46,225	.00	.00	.00	-46,225.00	.0%
23913801	46100	SPECIAL ASSMNT	REV-	-47,999	-47,999	.00	.00	.00	-47,999.00	.0%
23913801	47100	INTEREST INC-	INVES	-1,667	-1,667	.00	.00	.00	-1,667.00	.0%
23913801	49920	INTERFND	TRANSFRS IN	-12,391	-12,391	.00	.00	.00	-12,391.00	.0%
24003801	46100	SPECIAL ASSMNT	REV-	-29,488	-29,488	.00	.00	.00	-29,488.00	.0%

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120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
24003801	47100	INTEREST INC-	INVES	-5,259	-5,259	.00	.00	.00	-5,259.00	.0%
24003801	49920	INTERFND TRNSFRS IN		-1,642	-1,642	.00	.00	.00	-1,642.00	.0%
24103801	46100	SPECIAL ASSMNT REV-		-28,795	-28,795	.00	.00	.00	-28,795.00	.0%
24103801	47100	INTEREST INC-	INVES	-2,062	-2,062	.00	.00	.00	-2,062.00	.0%
24103801	49920	INTERFND TRNSFRS IN		-893	-893	.00	.00	.00	-893.00	.0%
24203801	46100	SPECIAL ASSMNT REV-		-121,439	-121,439	.00	.00	.00	-121,439.00	.0%
24203801	47100	INTEREST INC-	INVES	-11,116	-11,116	.00	.00	.00	-11,116.00	.0%
24203801	49920	INTERFND TRNSFRS IN		-26,316	-26,316	.00	.00	.00	-26,316.00	.0%
24303801	46100	SPECIAL ASSMNT REV-		-135,457	-135,457	.00	.00	.00	-135,457.00	.0%
24303801	47100	INTEREST INC-	INVES	-8,339	-8,339	.00	.00	.00	-8,339.00	.0%
24303801	49920	INTERFND TRNSFRS IN		-5,500	-5,500	.00	.00	.00	-5,500.00	.0%
24603801	46100	SPECIAL ASSMNT REV-		-211,404	-211,404	.00	.00	.00	-211,404.00	.0%
24603801	47100	INTEREST INC-	INVES	-6,894	-6,894	.00	.00	.00	-6,894.00	.0%
24603801	49920	INTERFND TRNSFRS IN		-15,075	-15,075	.00	.00	.00	-15,075.00	.0%
24703801	46100	SPECIAL ASSMNT REV-		-26,074	-26,074	.00	.00	.00	-26,074.00	.0%
24703801	47100	INTEREST INC-	INVES	-4,317	-4,317	.00	.00	.00	-4,317.00	.0%
24703801	49920	INTERFND TRNSFRS IN		-1,497	-1,497	.00	.00	.00	-1,497.00	.0%
24903801	46100	SPECIAL ASSMNT REV-		-23,385	-23,385	.00	.00	.00	-23,385.00	.0%
24903801	47100	INTEREST INC-	INVES	2,158	2,158	.00	.00	.00	2,158.00	.0%
24903801	49920	INTERFND TRNSFRS IN		-55,167	-55,167	.00	.00	.00	-55,167.00	.0%
25003801	46100	SPECIAL ASSMNT REV-		-5,550	-5,550	.00	.00	.00	-5,550.00	.0%
25003801	47100	INTEREST INC-	INVES	-1,181	-1,181	.00	.00	.00	-1,181.00	.0%
25003801	49920	INTERFND TRNSFRS IN		-21,635	-21,635	.00	.00	.00	-21,635.00	.0%
25103801	46100	SPECIAL ASSMNT REV-		-84,162	-84,162	.00	.00	.00	-84,162.00	.0%
25103801	47100	INTEREST INC-	INVES	-10,466	-10,466	.00	.00	.00	-10,466.00	.0%
25103801	49920	INTERFND TRNSFRS IN		-24,206	-24,206	.00	.00	.00	-24,206.00	.0%
25203801	46100	SPECIAL ASSMNT REV-		-18,853	-18,853	.00	.00	.00	-18,853.00	.0%
25203801	47100	INTEREST INC-	INVES	-9,142	-9,142	.00	.00	.00	-9,142.00	.0%
25203801	49920	INTERFND TRNSFRS IN		-2,489	-2,489	.00	.00	.00	-2,489.00	.0%
25303801	46100	SPECIAL ASSMNT REV-		-4,519	-4,519	.00	.00	.00	-4,519.00	.0%
25303801	47100	INTEREST INC-	INVES	-299	-299	.00	.00	.00	-299.00	.0%
25303801	49920	INTERFND TRNSFRS IN		-172	-172	.00	.00	.00	-172.00	.0%
25403801	46100	SPECIAL ASSMNT REV-		31,361	31,361	.00	.00	.00	31,361.00	.0%
25403801	47100	INTEREST INC-	INVES	-2,675	-2,675	.00	.00	.00	-2,675.00	.0%
25403801	49920	INTERFND TRNSFRS IN		-19,619	-19,619	.00	.00	.00	-19,619.00	.0%
25503801	46100	SPECIAL ASSMNT REV-		-34,388	-34,388	.00	.00	.00	-34,388.00	.0%
25503801	47100	INTEREST INC-	INVES	-1,560	-1,560	.00	.00	.00	-1,560.00	.0%
25503801	49920	INTERFND TRNSFRS IN		-982	-982	.00	.00	.00	-982.00	.0%
25803801	46100	SPECIAL ASSMNT REV-		-3,694	-3,694	.00	.00	.00	-3,694.00	.0%
25803801	47100	INTEREST INC-	INVES	-5,001	-5,001	.00	.00	.00	-5,001.00	.0%
25803801	49920	INTERFND TRNSFRS IN		-10,746	-10,746	.00	.00	.00	-10,746.00	.0%
26003801	46100	SPECIAL ASSMNT REV-		-35,543	-35,543	.00	.00	.00	-35,543.00	.0%
26003801	47100	INTEREST INC-	INVES	-1,175	-1,175	.00	.00	.00	-1,175.00	.0%
26003801	49920	INTERFND TRNSFRS IN		-997	-997	.00	.00	.00	-997.00	.0%

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120	MAINT ASSMNT DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30403801 46100	SPECIAL ASSMNT REV-	-39,446	-39,446	.00	.00	.00	-39,446.00	.0%
30403801 47100	INTEREST INC- INVES	-1,580	-1,580	.00	.00	.00	-1,580.00	.0%
30403801 49920	INTERFND TRNSFRS IN	-12,037	-12,037	.00	.00	.00	-12,037.00	.0%
40103801 46100	SPECIAL ASSMNT REV-	-444,258	-444,258	.00	.00	.00	-444,258.00	.0%
40103801 47100	INTEREST INC- INVES	-1,564	-1,564	.00	.00	.00	-1,564.00	.0%
40203801 46100	SPECIAL ASSMNT REV-	-47,949	-47,949	.00	.00	.00	-47,949.00	.0%
40203801 47100	INTEREST INC- INVES	-540	-540	.00	.00	.00	-540.00	.0%
40203801 47300	DONATIONS AND CONTR	-15,452	-15,452	.00	.00	.00	-15,452.00	.0%
60203801 46400	SP.ASSMNT MELLO-ROO	-588,000	-588,000	.00	.00	.00	-588,000.00	.0%
60203801 47100	INTEREST INC- INVES	-46,895	-46,895	.00	.00	.00	-46,895.00	.0%
60403801 46400	SP.ASSMNT MELLO-ROO	-945,158	-945,158	.00	.00	.00	-945,158.00	.0%
60403801 47100	INTEREST INC- INVES	-111,480	-111,480	.00	.00	.00	-111,480.00	.0%
60503304 47000	MISCELLANEOUS REVEN	0	0	-814.50	-814.50	.00	814.50	100.0%
60503801 46400	SP.ASSMNT MELLO-ROO	-4,194,177	-4,194,177	.00	.00	.00	-4,194,177.00	.0%
60503801 47100	INTEREST INC- INVES	-81,086	-81,086	.00	.00	.00	-81,086.00	.0%
60703801 46400	SP.ASSMNT MELLO-ROO	-357,454	-357,454	.00	.00	.00	-357,454.00	.0%
60703801 47100	INTEREST INC- INVES	-7,139	-7,139	.00	.00	.00	-7,139.00	.0%
60803801 46100	SPECIAL ASSMNT REV-	-30,000	-30,000	.00	.00	.00	-30,000.00	.0%
60803801 46400	SP.ASSMNT MELLO-ROO	-463,664	-463,664	.00	.00	.00	-463,664.00	.0%
60803801 47100	INTEREST INC- INVES	-4,032	-4,032	.00	.00	.00	-4,032.00	.0%
60903801 46400	SP.ASSMNT MELLO-ROO	-151	-151	.00	.00	.00	-151.00	.0%
60903801 47100	INTEREST INC- INVES	-16,648	-16,648	.00	.00	.00	-16,648.00	.0%
TOTAL MAINT ASSMNT DIST		-12,705,231	-12,705,231	-814.50	-814.50	.00	-12,704,416.50	.0%
TOTAL REVENUES		-12,705,231	-12,705,231	-814.50	-814.50	.00	-12,704,416.50	
181 STATE GAS TAX FUND								
1811001 42100	GAS TAX - HUTA SEC 2	-1,888,932	-1,888,932	-166,518.91	-166,518.91	.00	-1,722,413.09	8.8%
1811001 42110	GAS TAX - HUTA SEC 2	-1,303,700	-1,303,700	-99,590.04	-99,590.04	.00	-1,204,109.96	7.6%
1811001 42120	GAS TAX - HUTA SEC 2	-828,835	-828,835	-66,153.23	-66,153.23	.00	-762,681.77	8.0%
1811001 42130	GAS TAX - HUTA SEC 2	-1,777,502	-1,777,502	-135,708.76	-135,708.76	.00	-1,641,793.24	7.6%
1811001 42140	GAS TAX - HUTA SEC 2	-10,000	-10,000	-10,000.00	-10,000.00	.00	.00	100.0%
1811001 47100	INTEREST INC- INVEST	-5,750	-5,750	.00	.00	.00	-5,750.00	.0%
1813102 49000	M2001 TRANSFERS IN (L	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
TOTAL STATE GAS TAX FUND		-5,864,719	-5,864,719	-477,970.94	-477,970.94	.00	-5,386,748.06	8.1%
TOTAL REVENUES		-5,864,719	-5,864,719	-477,970.94	-477,970.94	.00	-5,386,748.06	
182 TRAFFIC SAFETY FUND								
1821001 49930	TRANSFER IN - TRAFFI	-330,000	-330,000	.00	.00	.00	-330,000.00	.0%

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182	TRAFFIC SAFETY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1823103 43220	VEHICLE CODE FINES	-210,000	-210,000	.00	.00	.00	-210,000.00	.0%
1823103 47100	INTEREST INC- INVEST	-4,485	-4,485	.00	.00	.00	-4,485.00	.0%
	TOTAL TRAFFIC SAFETY FUND	-544,485	-544,485	.00	.00	.00	-544,485.00	.0%
	TOTAL REVENUES	-544,485	-544,485	.00	.00	.00	-544,485.00	
185 ROAD MAINT & REHAB ACT FUND								
1851001 42200	RMRA (SB-1) - ROAD M	-5,462,695	-5,462,695	.00	.00	.00	-5,462,695.00	.0%
1851001 47100	INTEREST INC- INVEST	-140,258	-140,258	.00	.00	.00	-140,258.00	.0%
	TOTAL ROAD MAINT & REHAB ACT FUND	-5,602,953	-5,602,953	.00	.00	.00	-5,602,953.00	.0%
	TOTAL REVENUES	-5,602,953	-5,602,953	.00	.00	.00	-5,602,953.00	
191 ASSET SEIZURE FUND - FED								
1912111 47100	INTEREST INC- INVEST	-5,866	-5,866	.00	.00	.00	-5,866.00	.0%
1912131 43240	ASSET SEIZURE	0	0	-1,717,378.67	.00	.00	1,717,378.67	100.0%
	TOTAL ASSET SEIZURE FUND - FED	-5,866	-5,866	-1,717,378.67	.00	.00	1,711,512.67*****%	
	TOTAL REVENUES	-5,866	-5,866	-1,717,378.67	.00	.00	1,711,512.67	
192 ASSET SEIZURE FUND - STATE								
1922131 47100	INTEREST INC- INVEST	-4,599	-4,599	.00	.00	.00	-4,599.00	.0%
	TOTAL ASSET SEIZURE FUND - STATE	-4,599	-4,599	.00	.00	.00	-4,599.00	.0%
	TOTAL REVENUES	-4,599	-4,599	.00	.00	.00	-4,599.00	
200 FEDERAL GRANTS FUND								
2002131 48000 G2426	FEDERAL GRANTS	0	0	-22,857.05	.00	.00	22,857.05	100.0%
2003101 48000 C2531	FEDERAL GRANTS	-774,000	-774,000	.00	.00	.00	-774,000.00	.0%
2003102 48000 C2504	FEDERAL GRANTS	-298,449	-298,449	.00	.00	.00	-298,449.00	.0%
2003600 48000 C2226	FEDERAL GRANTS	0	0	-63,934.66	.00	.00	63,934.66	100.0%
2005501 47300 G2401	DONATIONS AND C	0	-3,500	-506.54	-441.84	.00	-2,993.46	14.5%

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200	FEDERAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2005503 48200 G2401	FEDERAL PASS-TH	0	-420,000	.00	.00	.00	-420,000.00	.0%
	TOTAL FEDERAL GRANTS FUND	-1,072,449	-1,495,949	-87,298.25	-441.84	.00	-1,408,650.75	5.8%
	TOTAL REVENUES	-1,072,449	-1,495,949	-87,298.25	-441.84	.00	-1,408,650.75	
201 CDBG FUND								
2018101 48010	FED GRANT PROGRAM IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
2018101 48020	CDBG REVENUE	-1,888,317	-1,888,317	.00	.00	.00	-1,888,317.00	.0%
2018105 47000	MISCELLANEOUS REVENUE	0	0	-1,208.50	-1,208.50	.00	1,208.50	100.0%
	TOTAL CDBG FUND	-1,988,317	-1,988,317	-1,208.50	-1,208.50	.00	-1,987,108.50	.1%
	TOTAL REVENUES	-1,988,317	-1,988,317	-1,208.50	-1,208.50	.00	-1,987,108.50	
202 HOME FUND								
2028101 48000	FEDERAL GRANTS	-535,916	-535,916	.00	.00	.00	-535,916.00	.0%
2028105 47000	MISCELLANEOUS REVENUE	0	0	-584.00	-584.00	.00	584.00	100.0%
2028105 48010	FED GRANT PROGRAM IN	-150,000	-150,000	.00	.00	.00	-150,000.00	.0%
	TOTAL HOME FUND	-685,916	-685,916	-584.00	-584.00	.00	-685,332.00	.1%
	TOTAL REVENUES	-685,916	-685,916	-584.00	-584.00	.00	-685,332.00	
203 EMERGENCY SHELTER FUND								
2038101 48000	FEDERAL GRANTS	-175,122	-175,122	.00	.00	.00	-175,122.00	.0%
	TOTAL EMERGENCY SHELTER FUND	-175,122	-175,122	.00	.00	.00	-175,122.00	.0%
	TOTAL REVENUES	-175,122	-175,122	.00	.00	.00	-175,122.00	
210 STATE & LOCAL GRANTS FUND								
2102131 48030 C2610	STATE GRANTS	0	-449,684	.00	.00	.00	-449,684.02	.0%
2102501 48030 C2421	STATE GRANTS	0	0	-60,703.88	.00	.00	60,703.88	100.0%
2103102 48030 C2503	STATE GRANTS	-581,500	-581,500	.00	.00	.00	-581,500.00	.0%
2103301 48030 C2104	STATE GRANTS	0	0	-122,630.00	.00	.00	122,630.00	100.0%

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210	STATE & LOCAL GRANTS FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2103301	48030	C2333	STATE GRANTS	0	0	-17,884.00	.00	.00	17,884.00	100.0%
2103610	48030	C2201	STATE GRANTS	0	0	-418,000.00	.00	.00	418,000.00	100.0%
2105502	48000	G2422	FEDERAL GRANTS	-4,470,000	-4,470,000	.00	.00	.00	-4,470,000.00	.0%
2105503	48000	G2419	FEDERAL GRANTS	-215,000	-215,000	.00	.00	.00	-215,000.00	.0%
2105503	49310	G2420	FEDERAL GRANTS-	-23,896	-23,896	.00	.00	.00	-23,896.00	.0%
2105511	48000	G1601	FEDERAL GRANTS	-2,351,425	-2,351,425	.00	.00	.00	-2,351,425.00	.0%
2108101	47700	G1504	OTHER REIMBURSE	-60,000	-60,000	.00	.00	.00	-60,000.00	.0%
2108101	48010	G1502	FED GRANT PROGR	-60,000	-60,000	-71,942.32	-71,942.32	.00	11,942.32	119.9%
TOTAL STATE & LOCAL GRANTS FUND				-7,761,821	-8,211,505	-691,160.20	-71,942.32	.00	-7,520,344.82	8.4%
TOTAL REVENUES				-7,761,821	-8,211,505	-691,160.20	-71,942.32	.00	-7,520,344.82	
212 TRANSPORT DEV ACT (TDA) FUND										
90303001	42300		TRANSPORT. TAX TDA	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
90303001	47100		INTEREST INC- INVES	-4,671	-4,671	.00	.00	.00	-4,671.00	.0%
90303102	42300	C2504	TRANSPORT. TAX	-500,000	-500,000	.00	.00	.00	-500,000.00	.0%
90403201	42310		TRANSPORT. TAX TDA	-702,021	-702,021	-46,066.00	-46,066.00	.00	-655,955.00	6.6%
90403201	43310		LEASE REVENUE (LONG	-251,089	-251,089	-33,195.68	-16,321.89	.00	-217,893.32	13.2%
90403201	47100		INTEREST INC- INVES	-65,846	-65,846	.00	.00	.00	-65,846.00	.0%
90803001	47100		INTEREST INC- INVES	-2,406	-2,406	.00	.00	.00	-2,406.00	.0%
TOTAL TRANSPORT DEV ACT (TDA) FUN				-1,541,033	-1,541,033	-79,261.68	-62,387.89	.00	-1,461,771.32	5.1%
TOTAL REVENUES				-1,541,033	-1,541,033	-79,261.68	-62,387.89	.00	-1,461,771.32	
220 STATE HOUSING (LHTFP) GRANT										
2208101	47100		INTEREST INC- INVEST	-24,661	-24,661	.00	.00	.00	-24,661.00	.0%
2208101	48030	G2102	STATE GRANTS	-305,106	-305,106	.00	.00	.00	-305,106.00	.0%
2208101	48030	G2244	STATE GRANTS	-50,851	-50,851	.00	.00	.00	-50,851.00	.0%
TOTAL STATE HOUSING (LHTFP) GRANT				-380,618	-380,618	.00	.00	.00	-380,618.00	.0%
TOTAL REVENUES				-380,618	-380,618	.00	.00	.00	-380,618.00	
230 STATE TRAFFIC CONG RELIEF FUND										
2303103	47100		INTEREST INC- INVEST	-24,229	-24,229	.00	.00	.00	-24,229.00	.0%
TOTAL STATE TRAFFIC CONG RELIEF F				-24,229	-24,229	.00	.00	.00	-24,229.00	.0%
TOTAL REVENUES				-24,229	-24,229	.00	.00	.00	-24,229.00	

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301	CAPITAL OUTLAY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
301 CAPITAL OUTLAY FUND								
3011804	49300 C2034 TRANSFERS IN -	-2,250,000	-2,250,000	.00	.00	.00	-2,250,000.00	.0%
3012131	49300 C2610 TRANSFERS IN -	0	-449,684	.00	.00	.00	-449,684.02	.0%
3012501	49300 C2302 TRANSFERS IN -	-400,000	-400,000	.00	.00	.00	-400,000.00	.0%
3012501	49300 C2303 TRANSFERS IN -	-400,000	-400,000	.00	.00	.00	-400,000.00	.0%
3012501	49300 C2635 TRANSFERS IN -	-129,000	-129,000	.00	.00	.00	-129,000.00	.0%
3012512	49300 C2636 TRANSFERS IN -	-45,000	-45,000	.00	.00	.00	-45,000.00	.0%
3013001	49300 C2601 TRANSFERS IN -	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%
3013101	49300 C2531 TRANSFERS IN -	-774,000	-774,000	.00	.00	.00	-774,000.00	.0%
3013102	49300 C1809 TRANSFERS IN -	-2,000,000	-2,000,000	.00	.00	.00	-2,000,000.00	.0%
3013102	49300 C2006 TRANSFERS IN -	-1,560,000	-1,560,000	.00	.00	.00	-1,560,000.00	.0%
3013102	49300 C2206 TRANSFERS IN -	-4,200,000	-4,200,000	.00	.00	.00	-4,200,000.00	.0%
3013102	49300 C2502 TRANSFERS IN -	-77,570	-77,570	.00	.00	.00	-77,570.00	.0%
3013102	49300 C2503 TRANSFERS IN -	-663,610	-663,610	.00	.00	.00	-663,610.00	.0%
3013102	49300 C2504 TRANSFERS IN -	-798,449	-798,449	.00	.00	.00	-798,449.00	.0%
3013301	49300 C2328 TRANSFERS IN -	-500,000	-500,000	.00	.00	.00	-500,000.00	.0%
3013301	49300 C2542 TRANSFERS IN -	-1,080,000	-1,080,000	.00	.00	.00	-1,080,000.00	.0%
3013301	49300 C2607 TRANSFERS IN -	-424,000	-424,000	.00	.00	.00	-424,000.00	.0%
3013301	49300 C2608 TRANSFERS IN -	-454,000	-454,000	.00	.00	.00	-454,000.00	.0%
3013301	49300 C2609 TRANSFERS IN -	-1,300,000	-1,300,000	.00	.00	.00	-1,300,000.00	.0%
3013401	49300 C2102 TRANSFERS IN -	-4,200,000	-4,200,000	.00	.00	.00	-4,200,000.00	.0%
3013401	49300 C2205 TRANSFERS IN -	-8,400,000	-8,400,000	.00	.00	.00	-8,400,000.00	.0%
3013401	49300 C2209 TRANSFERS IN -	-11,069,637	-12,269,637	.00	.00	.00	-12,269,637.00	.0%
3013401	49300 C2603 TRANSFERS IN -	-2,000,000	-2,000,000	.00	.00	.00	-2,000,000.00	.0%
3013750	49300 C2613 TRANSFERS IN -	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%
3013801	49300 C2525 TRANSFERS IN -	-250,000	-250,000	.00	.00	.00	-250,000.00	.0%
3013801	49300 C2529 TRANSFERS IN -	-80,000	-80,000	.00	.00	.00	-80,000.00	.0%
3015405	49300 C2507 TRANSFERS IN -	-1,350,000	-1,350,000	.00	.00	.00	-1,350,000.00	.0%
3015503	49300 C2612 TRANSFERS IN -	-1,000,000	-1,000,000	.00	.00	.00	-1,000,000.00	.0%
3018101	49300 C2209 TRANSFERS IN -	0	1,000,000	.00	.00	.00	1,000,000.00	.0%
3018110	49300 C2508 TRANSFERS IN -	-1,800,000	-1,800,000	.00	.00	.00	-1,800,000.00	.0%
TOTAL CAPITAL OUTLAY FUND		-47,605,266	-48,254,950	.00	.00	.00	-48,254,950.02	.0%
TOTAL REVENUES		-47,605,266	-48,254,950	.00	.00	.00	-48,254,950.02	
311 PEG FEES FUND								
3111405	40400 FRANCHISE FEES	-310,000	-310,000	.00	.00	.00	-310,000.00	.0%
3111405	47100 INTEREST INC- INVEST	-163,732	-163,732	.00	.00	.00	-163,732.00	.0%

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311	PEG FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL PEG FEES FUND	-473,732	-473,732	.00	.00	.00	-473,732.00	.0%
	TOTAL REVENUES	-473,732	-473,732	.00	.00	.00	-473,732.00	
350 DEVELOPMENT IMPACT FEES FUND								
80201001	41040 PARK ACQUISITION DE	-267,390	-267,390	-24,534.36	-8,951.55	.00	-242,855.64	9.2%
80201001	47100 INTEREST INC- INVES	-51,153	-51,153	.00	.00	.00	-51,153.00	.0%
80301001	47100 INTEREST INC- INVES	-346,939	-346,939	.00	.00	.00	-346,939.00	.0%
80304102	41010 STORM DRAIN FACIL F	-185,000	-185,000	.00	.00	.00	-185,000.00	.0%
80401001	47100 INTEREST INC- INVES	-631,862	-631,862	.00	.00	.00	-631,862.00	.0%
80404102	41300 TRAFFIC IMPACT FEES	-1,133,820	-1,133,820	-3,893,582.78	-19,175.27	.00	2,759,762.78	343.4%
80501001	41020 GROWTH CAPITAL FEES	-255,876	-255,876	-20,984.58	-7,656.30	.00	-234,891.42	8.2%
80501001	47100 INTEREST INC- INVES	-67,185	-67,185	.00	.00	.00	-67,185.00	.0%
80551001	47100 INTEREST INC- INVES	-37,779	-37,779	.00	.00	.00	-37,779.00	.0%
80553201	43060 MISC PLANNING FEES	-239,715	-239,715	-194,058.61	-4,346.52	.00	-45,656.39	81.0%
80601001	41020 GROWTH CAPITAL FEES	-246,670	-246,670	-563,746.12	.00	.00	317,076.12	228.5%
80601001	47100 INTEREST INC- INVES	-85,417	-85,417	.00	.00	.00	-85,417.00	.0%
80701001	41050 UTILITY UNDERGROUND	-37,765	-37,765	-3,315.91	-1,559.46	.00	-34,449.09	8.8%
80701001	47100 INTEREST INC- INVES	-58,506	-58,506	.00	.00	.00	-58,506.00	.0%
80801001	47100 INTEREST INC- INVES	-39,897	-39,897	.00	.00	.00	-39,897.00	.0%
80805905	47300 DONATIONS AND CONTR	0	0	-209,880.72	.00	.00	209,880.72	100.0%
	TOTAL DEVELOPMENT IMPACT FEES FUN	-3,684,974	-3,684,974	-4,910,103.08	-41,689.10	.00	1,225,129.08	133.2%
	TOTAL REVENUES	-3,684,974	-3,684,974	-4,910,103.08	-41,689.10	.00	1,225,129.08	
351 QUIMBY FUND								
81114101	47100 INTEREST INCOME - I	-42,845	-42,845	.00	.00	.00	-42,845.00	.0%
81124101	47100 INTEREST INCOME - I	-158	-158	.00	.00	.00	-158.00	.0%
81134101	47100 INTEREST INCOME - I	-5,138	-5,138	.00	.00	.00	-5,138.00	.0%
81144101	47100 INTEREST INCOME - I	-37	-37	.00	.00	.00	-37.00	.0%
81154101	47100 INTEREST INCOME - I	-13,618	-13,618	.00	.00	.00	-13,618.00	.0%
81164101	47100 INTEREST INCOME - I	-1,289	-1,289	.00	.00	.00	-1,289.00	.0%
81174101	47100 INTEREST INCOME - I	-22,518	-22,518	.00	.00	.00	-22,518.00	.0%
81184101	47100 INTEREST INCOME - I	-475	-475	.00	.00	.00	-475.00	.0%
81194101	47100 INTEREST INCOME - I	-9,935	-9,935	.00	.00	.00	-9,935.00	.0%
81204101	47100 INTEREST INCOME - I	-8,192	-8,192	.00	.00	.00	-8,192.00	.0%
81214101	47100 INTEREST INCOME - I	-14,599	-14,599	.00	.00	.00	-14,599.00	.0%
81224101	47100 INTEREST INCOME - I	-2,585	-2,585	.00	.00	.00	-2,585.00	.0%

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351	QUIMBY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
81234101	47100 INTEREST INCOME - I	-16,798	-16,798	.00	.00	.00	-16,798.00	.0%
81244101	47100 INTEREST INCOME - I	-4,237	-4,237	.00	.00	.00	-4,237.00	.0%
81254101	47100 INTEREST INCOME - I	-6,961	-6,961	.00	.00	.00	-6,961.00	.0%
81264101	47100 INTEREST INCOME - I	-21,844	-21,844	.00	.00	.00	-21,844.00	.0%
81274101	47100 INTEREST INCOME - I	-3,029	-3,029	.00	.00	.00	-3,029.00	.0%
81284101	47100 INTEREST INCOME - I	-11,489	-11,489	.00	.00	.00	-11,489.00	.0%
81294101	47100 INTEREST INCOME - I	-5,111	-5,111	.00	.00	.00	-5,111.00	.0%
81304101	47100 INTEREST INCOME - I	-51	-51	.00	.00	.00	-51.00	.0%
81314101	47100 INTEREST INCOME - I	-70,889	-70,889	.00	.00	.00	-70,889.00	.0%
81324101	47100 INTEREST INCOME - I	-1,778	-1,778	.00	.00	.00	-1,778.00	.0%
81334101	47100 INTEREST INCOME - I	-5,220	-5,220	.00	.00	.00	-5,220.00	.0%
81344101	47100 INTEREST INCOME - I	-50,085	-50,085	.00	.00	.00	-50,085.00	.0%
81354101	47100 INTEREST INCOME - I	-24,007	-24,007	.00	.00	.00	-24,007.00	.0%
81364101	47100 INTEREST INCOME - I	-1,163	-1,163	.00	.00	.00	-1,163.00	.0%
TOTAL QUIMBY FUND		-344,051	-344,051	.00	.00	.00	-344,051.00	.0%
TOTAL REVENUES		-344,051	-344,051	.00	.00	.00	-344,051.00	
360 OTH. DEVPT FEES FUND								
70101001	47100 INTEREST INC- INVES	-57,067	-57,067	.00	.00	.00	-57,067.00	.0%
70101001	47600 PL OFFSITE AIR QUAL	0	0	-139,441.68	.00	.00	139,441.68	100.0%
70202512	41060 CUPA PERM & PLAN CH	-1,190,000	-1,190,000	-1,058,906.00	-329,506.00	.00	-131,094.00	89.0%
70202512	43260 MISCELLANEOUS FEES	-11,000	-11,000	.00	.00	.00	-11,000.00	.0%
70202512	43260 T0155 MISCELLANEOUS	0	0	-13,820.00	-6,932.00	.00	13,820.00	100.0%
70202512	47000 MISCELLANEOUS REVEN	0	0	-5,882.00	-2,458.00	.00	5,882.00	100.0%
70202512	47100 INTEREST INC- INVES	-62,384	-62,384	.00	.00	.00	-62,384.00	.0%
70202512	48300 MISC INTERGOV REVEN	0	0	-75,926.00	-25,278.00	.00	75,926.00	100.0%
70302512	43250 MISCELLANEOUS FINES	-10,000	-10,000	.00	.00	.00	-10,000.00	.0%
70302512	47100 INTEREST INC- INVES	-10,763	-10,763	.00	.00	.00	-10,763.00	.0%
70408105	47100 INTEREST INC- INVES	-3,850	-3,850	.00	.00	.00	-3,850.00	.0%
70508105	47100 INTEREST INC- INVES	-208,264	-208,264	.00	.00	.00	-208,264.00	.0%
70608105	47100 INTEREST INC- INVES	-14,628	-14,628	.00	.00	.00	-14,628.00	.0%
TOTAL OTH. DEVPT FEES FUND		-1,567,956	-1,567,956	-1,293,975.68	-364,174.00	.00	-273,980.32	82.5%
TOTAL REVENUES		-1,567,956	-1,567,956	-1,293,975.68	-364,174.00	.00	-273,980.32	
420 HOUSING SUC AGCY FUND								
4208101	47100 INTEREST INC- INVEST	-120,780	-120,780	.00	.00	.00	-120,780.00	.0%

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420	HOUSING SUC AGCY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL HOUSING SUC AGCY FUND	-120,780	-120,780	.00	.00	.00	-120,780.00	.0%
	TOTAL REVENUES	-120,780	-120,780	.00	.00	.00	-120,780.00	
481 DOWNTOWN IMPROVEMENT DISTRICT								
4811001 47100	INTEREST INC- INVEST	-144,474	-144,474	.00	.00	.00	-144,474.00	.0%
	TOTAL DOWNTOWN IMPROVEMENT DISTRI	-144,474	-144,474	.00	.00	.00	-144,474.00	.0%
	TOTAL REVENUES	-144,474	-144,474	.00	.00	.00	-144,474.00	
500 BOND ASSESSMENT DISTRICTS								
50003801 46000	SPECIAL ASSMNT REV-	-524,397	-524,397	.00	.00	.00	-524,397.00	.0%
50503801 46000	SPECIAL ASSMNT REV-	-168,573	-168,573	.00	.00	.00	-168,573.00	.0%
50603801 46000	SPECIAL ASSMNT REV-	-833,855	-833,855	.00	.00	.00	-833,855.00	.0%
50703801 46000	SPECIAL ASSMNT REV-	-1,915,842	-1,915,842	.00	.00	.00	-1,915,842.00	.0%
50703801 49920	INTERFND TRNSFRS IN	-11,511	-11,511	.00	.00	.00	-11,511.00	.0%
51003801 46400	SP.ASSMNT MELLO-ROO	-640,589	-640,589	.00	.00	.00	-640,589.00	.0%
	TOTAL BOND ASSESSMENT DISTRICTS	-4,094,767	-4,094,767	.00	.00	.00	-4,094,767.00	.0%
	TOTAL REVENUES	-4,094,767	-4,094,767	.00	.00	.00	-4,094,767.00	
541 DEVELOPER/OTHER DEPOSITS FUND								
5411001 47300 T0019	DONATIONS AND C	0	0	-11,985.00	.00	.00	11,985.00	100.0%
5418105 47000	MISCELLANEOUS REVENU	0	0	-100.00	-100.00	.00	100.00	100.0%
	TOTAL DEVELOPER/OTHER DEPOSITS FU	0	0	-12,085.00	-100.00	.00	12,085.00	100.0%
	TOTAL REVENUES	0	0	-12,085.00	-100.00	.00	12,085.00	
545 HOUSING AUTHORITY PAYROLL FUND								
5451001 49400	HOUSING PAYROLL REIM	0	0	-1,193,451.62	-596,604.61	.00	1,193,451.62	100.0%
	TOTAL HOUSING AUTHORITY PAYROLL F	0	0	-1,193,451.62	-596,604.61	.00	1,193,451.62	100.0%
	TOTAL REVENUES	0	0	-1,193,451.62	-596,604.61	.00	1,193,451.62	

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561	OXNARD DOWNTOWN MGT DIST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
561 OXNARD DOWNTOWN MGT DIST FUND								
5618110 47100	INTEREST INC- INVEST	-7,329	-7,329	.00	.00	.00	-7,329.00	.0%
	TOTAL OXNARD DOWNTOWN MGT DIST FU	-7,329	-7,329	.00	.00	.00	-7,329.00	.0%
	TOTAL REVENUES	-7,329	-7,329	.00	.00	.00	-7,329.00	
571 CONTRIBUTIONS TRUST FUND								
5711001 47300	DONATIONS AND CONTRI	0	0	500.00	300.00	.00	-500.00	100.0%
5711405 47300	M2558 DONATIONS AND C	0	0	-15,185.00	.00	.00	15,185.00	100.0%
5711622 40510	D0002 BUSINESS LICENS	-38,371	-38,371	-6,732.40	-3,172.40	.00	-31,638.60	17.5%
5712131 47300	T0015 DONATIONS AND C	0	0	2,486.00	.00	.00	-2,486.00	100.0%
5715401 47300	T0130 DONATIONS AND C	0	0	-167.11	-61.99	.00	167.11	100.0%
5715401 47300	T0131 DONATIONS AND C	0	0	-11,500.00	-11,500.00	.00	11,500.00	100.0%
5715501 47300	T0133 DONATIONS AND C	0	0	7,425.89	.00	.00	-7,425.89	100.0%
	TOTAL CONTRIBUTIONS TRUST FUND	-38,371	-38,371	-23,172.62	-14,434.39	.00	-15,198.38	60.4%
	TOTAL REVENUES	-38,371	-38,371	-23,172.62	-14,434.39	.00	-15,198.38	
601 WATER OPERATING FUND								
6013600 43270	PENALTIES & FORFEITU	-688,450	-688,450	-123,041.83	-66,187.05	.00	-565,408.17	17.9%
6013600 43400	DAMAGE REIMBURSEMENT	-93,000	-93,000	-12,565.18	-12,565.18	.00	-80,434.82	13.5%
6013600 45100	WATER CHARGES - RES	-37,566,570	-37,566,570	-7,098,452.14	-3,552,458.48	.00	-30,468,117.86	18.9%
6013600 45110	WATER CHARGES - COMM	-26,573,841	-26,573,841	-5,220,356.29	-2,625,115.79	.00	-21,353,484.71	19.6%
6013600 45120	WATER CHARGES - FIRE	-852,795	-852,795	-124,329.39	-61,305.88	.00	-728,465.61	14.6%
6013600 45140	WATER - PHWA SVC AGM	-982,380	-982,380	-276,210.91	-158,410.38	.00	-706,169.09	28.1%
6013600 45150	WATER - MISC SERVICE	-664,320	-664,320	-90,100.00	-42,360.00	.00	-574,220.00	13.6%
6013600 45190	WATER - OTHER REVENU	-200,209	-200,209	-53,863.00	-8,000.00	.00	-146,346.00	26.9%
6013600 47000	MISCELLANEOUS REVENU	-49,000	-49,000	.00	.00	.00	-49,000.00	.0%
6013600 47100	INTEREST INC- INVEST	-841,701	-841,701	.00	.00	.00	-841,701.00	.0%
6013600 47110	OTHER INTEREST INCOM	-677,566	-677,566	.00	.00	.00	-677,566.00	.0%
6013600 47200	BETTER AMERICA BOND	-1,770,639	-1,770,639	.00	.00	.00	-1,770,639.00	.0%
6013600 47800	SALES OF ASSETS	0	0	-1,549.00	-1,549.00	.00	1,549.00	100.0%
6013600 49000	TRANSFERS IN (LABOR)	-80,000	-80,000	.00	.00	.00	-80,000.00	.0%
6013600 49500	PRINCIPAL PAYMENTS R	-153,456	-153,456	-153,455.50	.00	.00	-.50	100.0%
6013600 49510	INTEREST PAYMENTS -	-5,885	-5,885	-5,884.53	.00	.00	-.47	100.0%

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601	WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013602 47000	MISCELLANEOUS REVENU	0	0	-3,150.00	-1,050.00	.00	3,150.00	100.0%
6013605 45130	WATER - RECYCLED WAT	-371,163	-371,163	-18,710.46	-2,910.24	.00	-352,452.54	5.0%
6013607 45150	MISC SERVICES	-7,946	-7,946	-1,129.58	-1,129.58	.00	-6,816.42	14.2%
6013607 45160	WATER-CROSS CONTAM P	-523,454	-523,454	-28,005.00	-28,005.00	.00	-495,449.00	5.4%
6013607 47100	INTEREST INC- INVEST	-40,900	-40,900	.00	.00	.00	-40,900.00	.0%
TOTAL WATER OPERATING FUND		-72,143,275	-72,143,275	-13,210,802.81	-6,561,046.58	.00	-58,932,472.19	18.3%
TOTAL REVENUES		-72,143,275	-72,143,275	-13,210,802.81	-6,561,046.58	.00	-58,932,472.19	
602 WATER CIP FUND								
6023600 49300 C2023	TRANSFERS IN -	-750,000	-750,000	.00	.00	.00	-750,000.00	.0%
6023600 49300 C2226	TRANSFERS IN -	-500,000	-500,000	.00	.00	.00	-500,000.00	.0%
6023600 49300 C2401	TRANSFERS IN -	-1,500,000	-1,500,000	.00	.00	.00	-1,500,000.00	.0%
TOTAL WATER CIP FUND		-2,750,000	-2,750,000	.00	.00	.00	-2,750,000.00	.0%
TOTAL REVENUES		-2,750,000	-2,750,000	.00	.00	.00	-2,750,000.00	
603 WATER DEVLPMT IMPACT FEES FUND								
6033600 45180	WATER-RESOURCE DEV F	-550,000	-550,000	-55,837.00	-13,959.00	.00	-494,163.00	10.2%
6033600 47100	INTEREST INC- INVEST	-650,487	-650,487	.00	.00	.00	-650,487.00	.0%
TOTAL WATER DEVLPMT IMPACT FEES F		-1,200,487	-1,200,487	-55,837.00	-13,959.00	.00	-1,144,650.00	4.7%
TOTAL REVENUES		-1,200,487	-1,200,487	-55,837.00	-13,959.00	.00	-1,144,650.00	
605 WATER CAP FACILITY FUND								
6053600 45170	WATER-CAPITAL FAC CH	-84,000	-84,000	-6,479.00	-1,364.00	.00	-77,521.00	7.7%
6053600 47100	INTEREST INC- INVEST	-56,684	-56,684	.00	.00	.00	-56,684.00	.0%
TOTAL WATER CAP FACILITY FUND		-140,684	-140,684	-6,479.00	-1,364.00	.00	-134,205.00	4.6%
TOTAL REVENUES		-140,684	-140,684	-6,479.00	-1,364.00	.00	-134,205.00	
606 WATER RESOURCE FEE FUND								
6063600 47100	INTEREST INC- INVEST	-66,776	-66,776	.00	.00	.00	-66,776.00	.0%

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606	WATER RESOURCE FEE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL WATER RESOURCE FEE FUND	-66,776	-66,776	.00	.00	.00	-66,776.00	.0%
	TOTAL REVENUES	-66,776	-66,776	.00	.00	.00	-66,776.00	
608 WATER SECURITY-CONT PREV FUND								
6083607 45150	WATER - MISC SERVICE	0	0	-1,021.39	.00	.00	1,021.39	100.0%
6083607 45160	WATER-CROSS CONTAM P	0	0	-48,336.00	.00	.00	48,336.00	100.0%
	TOTAL WATER SECURITY-CONT PREV FU	0	0	-49,357.39	.00	.00	49,357.39	100.0%
	TOTAL REVENUES	0	0	-49,357.39	.00	.00	49,357.39	
611 WASTEWATER OPERATING FUND								
6113610 43270	PENALTIES & FORFEITU	-425,000	-425,000	-90,283.46	-39,078.54	.00	-334,716.54	21.2%
6113610 45200	SEWER CHARGES - RES	-21,300,000	-21,300,000	-3,909,882.35	-1,946,165.31	.00	-17,390,117.65	18.4%
6113610 45210	SEWER CHARGES - RES	-7,150,000	-7,150,000	-1,311,875.42	-647,606.32	.00	-5,838,124.58	18.3%
6113610 45220	SEWER CHARGES - COMM	-4,975,000	-4,975,000	-1,110,094.05	-560,075.98	.00	-3,864,905.95	22.3%
6113610 45230	SEWER CHARGES - INDU	-4,625,000	-4,625,000	-945,551.10	-520,381.16	.00	-3,679,448.90	20.4%
6113610 45240	SEWER CHARGES-OUTSID	-525,000	-525,000	-218,813.18	.00	.00	-306,186.82	41.7%
6113610 45250	SEWER CODE ENFORCEME	0	0	-34,350.00	-11,450.00	.00	34,350.00	100.0%
6113610 47000	MISCELLANEOUS REVENU	-10,000	-10,000	-256.43	-256.43	.00	-9,743.57	2.6%
6113610 47100	INTEREST INC- INVEST	-2,400,681	-2,400,681	.00	.00	.00	-2,400,681.00	.0%
6113610 47110	OTHER INTEREST INCOM	-10,000	-10,000	.00	.00	.00	-10,000.00	.0%
6113610 47800	SALES OF ASSETS	0	0	-16,817.00	-16,817.00	.00	16,817.00	100.0%
6113612 45250	SEWER CODE ENFORCEME	-200,000	-200,000	-31,737.12	-30,421.75	.00	-168,262.88	15.9%
6113612 45260	DISCHARGE PERMIT-WW	-120,000	-120,000	-3,400.00	-600.00	.00	-116,600.00	2.8%
6113614 45240	SEWER CHARGES-OUTSID	-2,000,000	-2,000,000	-340,409.16	-340,409.16	.00	-1,659,590.84	17.0%
6113614 45270	WW LABORATORY SERVIC	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
	TOTAL WASTEWATER OPERATING FUND	-43,755,681	-43,755,681	-8,013,469.27	-4,113,261.65	.00	-35,742,211.73	18.3%
	TOTAL REVENUES	-43,755,681	-43,755,681	-8,013,469.27	-4,113,261.65	.00	-35,742,211.73	
612 WASTEWATER CIP FUND								
6123610 49300 C1814	TRANSFERS IN -	-20,174,145	-20,174,145	.00	.00	.00	-20,174,145.00	.0%
6123610 49300 C2029	TRANSFERS IN -	-3,000,000	-3,000,000	.00	.00	.00	-3,000,000.00	.0%
6123610 49300 C2234	TRANSFERS IN -	-500,000	-500,000	.00	.00	.00	-500,000.00	.0%

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612	WASTEWATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6123610 49300 C2236	TRANSFERS IN -	-14,150,000	-14,150,000	.00	.00	.00	-14,150,000.00	.0%
6123610 49300 C2402	TRANSFERS IN -	-3,800,000	-3,800,000	.00	.00	.00	-3,800,000.00	.0%
6123610 49300 C2408	TRANSFERS IN -	-1,000,000	-1,000,000	.00	.00	.00	-1,000,000.00	.0%
6123610 49300 C2544	TRANSFERS IN -	-1,000,000	-1,000,000	.00	.00	.00	-1,000,000.00	.0%
TOTAL WASTEWATER CIP FUND		-43,624,145	-43,624,145	.00	.00	.00	-43,624,145.00	.0%
TOTAL REVENUES		-43,624,145	-43,624,145	.00	.00	.00	-43,624,145.00	
613 WASTEWATER CONNECTION FEE FUND								
6133610 45280	SEWER CONNECTION FEE	-750,000	-750,000	-308,606.80	-15,319.98	.00	-441,393.20	41.1%
6133610 47100	INTEREST INC- INVEST	-496,336	-496,336	.00	.00	.00	-496,336.00	.0%
TOTAL WASTEWATER CONNECTION FEE F		-1,246,336	-1,246,336	-308,606.80	-15,319.98	.00	-937,729.20	24.8%
TOTAL REVENUES		-1,246,336	-1,246,336	-308,606.80	-15,319.98	.00	-937,729.20	
628 WASTEWATER SEC-CONT PREV FUND								
6283616 47100	INTEREST INC- INVEST	-5,742	-5,742	.00	.00	.00	-5,742.00	.0%
TOTAL WASTEWATER SEC-CONT PREV FU		-5,742	-5,742	.00	.00	.00	-5,742.00	.0%
TOTAL REVENUES		-5,742	-5,742	.00	.00	.00	-5,742.00	
631 SOLID WASTE OPERATING FUND								
6313630 47000	MISCELLANEOUS REVENU	-12,025	-12,025	.00	.00	.00	-12,025.00	.0%
6313630 47100	INTEREST INC- INVEST	-557,360	-557,360	.00	.00	.00	-557,360.00	.0%
6313632 43270	PENALTIES & FORFEITU	-265,000	-265,000	-76,790.90	-35,044.46	.00	-188,209.10	29.0%
6313632 45300	RESIDENTIAL STANDARD	-18,814,014	-18,814,014	-3,525,998.65	-1,802,520.09	.00	-15,288,015.35	18.7%
6313632 45301	RESIDENTIAL SPECIAL	-138,065	-138,065	-26,922.91	-8,455.47	.00	-111,142.09	19.5%
6313632 45310	RESIDENTIAL EXTRA CA	-989,568	-989,568	-176,978.57	-89,934.21	.00	-812,589.43	17.9%
6313632 47000	MISCELLANEOUS REVENU	-2,040	-2,040	-641.15	-195.00	.00	-1,398.85	31.4%
6313633 45310	COMMERCIAL FEL 4-CUB	-16,384,633	-16,384,633	-2,637,168.82	-1,346,686.15	.00	-13,747,464.18	16.1%
6313633 45311	COMMERCIAL FEL 2-CUB	-5,977,175	-5,977,175	-759,157.74	-386,082.30	.00	-5,218,017.26	12.7%
6313633 45312	COMMERCIAL CARTS SER	-240,208	-240,208	-35,468.01	-17,857.52	.00	-204,739.99	14.8%
6313633 45313	COMMERCIAL SPECIAL P	-22,972	-22,972	-5,134.94	-1,354.87	.00	-17,837.06	22.4%
6313633 45314	COMMERCIAL FOOD WAST	-61,420	-61,420	-39,893.43	-20,254.21	.00	-21,526.57	65.0%
6313634 45320	INDUSTRIAL 30-CUBIC	-1,966,581	-1,966,581	-358,103.55	-187,015.50	.00	-1,608,477.45	18.2%

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631	SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313634 45321	INDUSTRIAL 13.4-CUBI	-1,525,742	-1,525,742	-223,243.19	-119,394.80	.00	-1,302,498.81	14.6%
6313634 45322	INDUSTRIAL 30YD PASS	-2,519,980	-2,519,980	-442,677.63	-236,149.60	.00	-2,077,302.37	17.6%
6313634 45323	INDUSTRIAL 13.4YD PA	-324,478	-324,478	-38,464.70	-22,499.45	.00	-286,013.30	11.9%
6313634 45324	INDUSTRIAL SPECIAL P	-378,410	-378,410	-79,174.28	-39,306.61	.00	-299,235.72	20.9%
6313634 45325	INDUST SPEC P/U PASS	-602,811	-602,811	-104,210.98	-41,425.44	.00	-498,600.02	17.3%
6313634 45326	INDUSTRIAL RENTAL CH	-151,610	-151,610	-14,119.17	-7,511.75	.00	-137,490.83	9.3%
6313634 45327	WALKING FLOOR TRAILER	-604,499	-604,499	-40,795.16	-19,627.86	.00	-563,703.84	6.7%
6313634 45328	WALK FL TRAILER PASS	-1,045,523	-1,045,523	-63,994.77	-31,008.37	.00	-981,528.23	6.1%
6313634 47000	MISCELLANEOUS REVENUE	0	0	-105.00	-65.00	.00	105.00	100.0%
6313635 45340	DEL NORTE WASTE GATE	-12,379,331	-12,379,331	-2,198,488.23	-1,307,737.88	.00	-10,180,842.77	17.8%
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 REVENUE	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
6313635 47700	OTHER REIMBURSEMENTS	-13,000	-13,000	.00	.00	.00	-13,000.00	.0%
6313636 45330	DEL NORTE MRF RECYCL	-3,335,000	-3,335,000	-514,217.52	-370,564.28	.00	-2,820,782.48	15.4%
6313636 45331	DEL NORTE MRF E-WAST	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
6313636 45332	DEL NORTE MRF MATTRE	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
TOTAL SOLID WASTE OPERATING FUND		-68,592,134	-68,592,134	-11,361,749.30	-6,090,690.82	.00	-57,230,384.70	16.6%
TOTAL REVENUES		-68,592,134	-68,592,134	-11,361,749.30	-6,090,690.82	.00	-57,230,384.70	
632 SOLID WASTE CIP FUND								
6323630 49300 C2237	TRANSFERS IN -	-750,000	-750,000	.00	.00	.00	-750,000.00	.0%
6323630 49300 C2530	TRANSFERS IN -	-60,000	-60,000	.00	.00	.00	-60,000.00	.0%
6323630 49300 C2536	TRANSFERS IN -	-3,000,000	-3,000,000	.00	.00	.00	-3,000,000.00	.0%
6323630 49300 C2537	TRANSFERS IN -	-1,320,000	-1,320,000	.00	.00	.00	-1,320,000.00	.0%
6323630 49300 C2539	TRANSFERS IN -	-330,000	-330,000	.00	.00	.00	-330,000.00	.0%
TOTAL SOLID WASTE CIP FUND		-5,460,000	-5,460,000	.00	.00	.00	-5,460,000.00	.0%
TOTAL REVENUES		-5,460,000	-5,460,000	.00	.00	.00	-5,460,000.00	
634 SOLID WASTE DEVELOPER FEE FUND								
6343632 45302	SOLID WASTE - RESID	-9,000	-9,000	-720.72	-411.84	.00	-8,279.28	8.0%
6343632 45303	SOLID WASTE - RESID	0	0	-307.79	-175.88	.00	307.79	100.0%
6343632 45304	SOLID WASTE - RESID	0	0	-394.52	-225.44	.00	394.52	100.0%
6343632 45305	SOLID WASTE - RESID	0	0	-329.63	-188.36	.00	329.63	100.0%
6343632 47100	INTEREST INC- INVEST	-28,780	-28,780	.00	.00	.00	-28,780.00	.0%
6343633 45315	SOLID WASTE- COMM 2C	0	0	-796.00	-796.00	.00	796.00	100.0%

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634	SOLID WASTE DEVELOPER FEE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6343633 45316	SOLID WASTE- COMM 4C	-18,000	-18,000	-10,802.00	-1,964.00	.00	-7,198.00	60.0%
6343633 45317	SOLID WASTE - FRONT-	0	0	-3,867.76	-1,487.60	.00	3,867.76	100.0%
	TOTAL SOLID WASTE DEVELOPER FEE F	-55,780	-55,780	-17,218.42	-5,249.12	.00	-38,561.58	30.9%
	TOTAL REVENUES	-55,780	-55,780	-17,218.42	-5,249.12	.00	-38,561.58	
638 SOLID WASTE SEC - CONT PREV FU								
6383639 45150	SOLID WASTE COMTAM P	-1,000	-1,000	-2.40	-1.20	.00	-997.60	.2%
6383639 47100	INTEREST INC- INVEST	-33,735	-33,735	.00	.00	.00	-33,735.00	.0%
	TOTAL SOLID WASTE SEC - CONT PREV	-34,735	-34,735	-2.40	-1.20	.00	-34,732.60	.0%
	TOTAL REVENUES	-34,735	-34,735	-2.40	-1.20	.00	-34,732.60	
641 PERFORMING ARTS CENTER FUND								
6415601 43100	PACC VENDOR FACILITY	-239,990	-239,990	.00	.00	.00	-239,990.00	.0%
6415601 43110	PACC VENDOR CONCESSI	-15,450	-15,450	.00	.00	.00	-15,450.00	.0%
	TOTAL PERFORMING ARTS CENTER FUND	-255,440	-255,440	.00	.00	.00	-255,440.00	.0%
	TOTAL REVENUES	-255,440	-255,440	.00	.00	.00	-255,440.00	
651 GOLF COURSE OPERATING FUND								
6513640 44100	GOLF COURSE - OPERAT	-6,500,000	-6,500,000	-249,477.84	-118,929.45	.00	-6,250,522.16	3.8%
6513640 47000	MISCELLANEOUS REVENU	-265,200	-265,200	.00	.00	.00	-265,200.00	.0%
6513640 47100	INTEREST INC- INVEST	-225,621	-225,621	.00	.00	.00	-225,621.00	.0%
	TOTAL GOLF COURSE OPERATING FUND	-6,990,821	-6,990,821	-249,477.84	-118,929.45	.00	-6,741,343.16	3.6%
	TOTAL REVENUES	-6,990,821	-6,990,821	-249,477.84	-118,929.45	.00	-6,741,343.16	
701 PUBLIC LIAB & PROP INSUR ISF								
7011704 47100	INTEREST INC- INVEST	-76,517	-76,517	.00	.00	.00	-76,517.00	.0%
7011704 49100	LIABILITY INSURANCE	-12,536,913	-12,536,913	-2,089,498.94	-1,044,749.47	.00	-10,447,414.06	16.7%
	TOTAL PUBLIC LIAB & PROP INSUR IS	-12,613,430	-12,613,430	-2,089,498.94	-1,044,749.47	.00	-10,523,931.06	16.6%
	TOTAL REVENUES	-12,613,430	-12,613,430	-2,089,498.94	-1,044,749.47	.00	-10,523,931.06	

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702	WORKERS COMP INSUR ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
702 WORKERS COMP INSUR ISF								
7021702 47100	INTEREST INC- INVEST	-594,479	-594,479	.00	.00	.00	-594,479.00	.0%
7021702 49110	WORKERS COMP INSURAN	-9,384,704	-9,384,704	-1,564,117.38	-782,058.69	.00	-7,820,586.62	16.7%
TOTAL WORKERS COMP INSUR ISF		-9,979,183	-9,979,183	-1,564,117.38	-782,058.69	.00	-8,415,065.62	15.7%
TOTAL REVENUES		-9,979,183	-9,979,183	-1,564,117.38	-782,058.69	.00	-8,415,065.62	
725 CUSTOMER BILLING OPS ISF								
7251623 47100	INTEREST INC- INVEST	-55,270	-55,270	.00	.00	.00	-55,270.00	.0%
7251623 49120	INTERNAL UTILITY BIL	-3,189,535	-3,189,535	-531,589.16	-265,794.58	.00	-2,657,945.84	16.7%
TOTAL CUSTOMER BILLING OPS ISF		-3,244,805	-3,244,805	-531,589.16	-265,794.58	.00	-2,713,215.84	16.4%
TOTAL REVENUES		-3,244,805	-3,244,805	-531,589.16	-265,794.58	.00	-2,713,215.84	
731 INFORMATION TECHNOLOGY ISF								
7311801 47100	INTEREST INC- INVEST	-271,188	-271,188	.00	.00	.00	-271,188.00	.0%
7311801 49130	IT INTERNAL SERVICE	-15,456,407	-15,456,407	-2,576,067.82	-1,288,033.91	.00	-12,880,339.18	16.7%
7311805 49130	IT INTERNAL SERVICE	-1,201,458	-1,201,458	-200,242.92	-100,121.46	.00	-1,001,215.08	16.7%
TOTAL INFORMATION TECHNOLOGY ISF		-16,929,053	-16,929,053	-2,776,310.74	-1,388,155.37	.00	-14,152,742.26	16.4%
TOTAL REVENUES		-16,929,053	-16,929,053	-2,776,310.74	-1,388,155.37	.00	-14,152,742.26	
735 FACILITIES MAINTENANCE ISF								
7353740 43300	RENTAL REVENUE (SHOR	-39,609	-39,609	-3,751.06	.00	.00	-35,857.94	9.5%
7353740 47100	INTEREST INC- INVEST	-70,594	-70,594	.00	.00	.00	-70,594.00	.0%
7353740 49140	FACILITIES INTERNAL	-8,844,071	-8,844,071	-1,474,011.86	-737,005.93	.00	-7,370,059.14	16.7%
TOTAL FACILITIES MAINTENANCE ISF		-8,954,274	-8,954,274	-1,477,762.92	-737,005.93	.00	-7,476,511.08	16.5%
TOTAL REVENUES		-8,954,274	-8,954,274	-1,477,762.92	-737,005.93	.00	-7,476,511.08	
736 FACILITIES CAPITAL								
7363740 49300 C2604	TRANSFERS IN -	-1,100,000	-1,100,000	.00	.00	.00	-1,100,000.00	.0%

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736	FACILITIES CAPITAL	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7363740 49300 C2605	TRANSFERS IN -	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
	TOTAL FACILITIES CAPITAL	-1,200,000	-1,200,000	.00	.00	.00	-1,200,000.00	.0%
	TOTAL REVENUES	-1,200,000	-1,200,000	.00	.00	.00	-1,200,000.00	
741 FLEET SERVICES ISF								
7413750 43400	DAMAGE REIMBURSEMENT	-31,000	-31,000	-17,863.52	-17,863.52	.00	-13,136.48	57.6%
7413750 47000	MISCELLANEOUS REVENU	-18,000	-18,000	.00	.00	.00	-18,000.00	.0%
7413750 47100	INTEREST INC- INVEST	-2,968	-2,968	.00	.00	.00	-2,968.00	.0%
7413750 47700	OTHER REIMBURSEMENTS	0	0	-20.23	.00	.00	20.23	100.0%
7413750 47800	SALES OF ASSETS	-2,083	-2,083	.00	.00	.00	-2,083.00	.0%
7413750 49150	FLEET-EQUIPMENT MAIN	-10,489,711	-10,489,711	-1,366,207.01	-739,817.60	.00	-9,123,503.99	13.0%
	TOTAL FLEET SERVICES ISF	-10,543,762	-10,543,762	-1,384,090.76	-757,681.12	.00	-9,159,671.24	13.1%
	TOTAL REVENUES	-10,543,762	-10,543,762	-1,384,090.76	-757,681.12	.00	-9,159,671.24	
742 FLEET REPLACEMENT FUND								
7423750 47100	INTEREST INC- INVEST	-25,554	-25,554	.00	.00	.00	-25,554.00	.0%
	TOTAL FLEET REPLACEMENT FUND	-25,554	-25,554	.00	.00	.00	-25,554.00	.0%
	TOTAL REVENUES	-25,554	-25,554	.00	.00	.00	-25,554.00	
801 COFA DEBT SERVICE FUND								
8011001 49900	TRANSFER IN - DEBT	-5,667,701	-5,667,701	.00	.00	.00	-5,667,701.00	.0%
8013101 49900 M1805	TRANSFER IN - D	-1,665,250	-1,665,250	.00	.00	.00	-1,665,250.00	.0%
	TOTAL COFA DEBT SERVICE FUND	-7,332,951	-7,332,951	.00	.00	.00	-7,332,951.00	.0%
	TOTAL REVENUES	-7,332,951	-7,332,951	.00	.00	.00	-7,332,951.00	
850 RIVERPARK JPA FUND								
8501001 47100	INTEREST INC- INVEST	-31,918	-31,918	.00	.00	.00	-31,918.00	.0%
	TOTAL RIVERPARK JPA FUND	-31,918	-31,918	.00	.00	.00	-31,918.00	.0%
	TOTAL REVENUES	-31,918	-31,918	.00	.00	.00	-31,918.00	
	GRAND TOTAL	-701,934,108	-703,456,976	-61,370,657.97	-26,892,636.09	.00	-642,086,318.07	8.7%

YEAR-TO-DATE BUDGET REPORT
REVENUE - AUGUST 2025 (PRELIMINARY)

FOR 2026 02

850	RIVERPARK JPA FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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** END OF REPORT - Generated by James Costello **

YEAR-TO-DATE BUDGET REPORT
EXPENSE - AUGUST 2025 (PRELIMINARY)

FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
50000 SALARIES - REGULAR	97,674,682	97,702,111	11,104,135.20	6,232,643.00	.00	86,597,975.80	11.4%
50100 SALARIES - TEMPORARY	2,194,121	2,194,121	332,427.96	208,598.70	.00	1,861,693.04	15.2%
50168 LEAVE BANK CASH OUT	0	-984	.00	.00	.00	-984.00	.0%
50200 OVERTIME WAGES	4,408,305	4,434,305	953,128.49	569,607.20	.00	3,481,176.51	21.5%
50210 OVERTIME-FLSA PUBLIC SAFETY	175,000	175,000	49,548.57	24,633.70	.00	125,451.43	28.3%
50220 STATION COVERAGE OT	5,702,460	5,702,460	964,435.16	594,614.07	.00	4,738,024.84	16.9%
50230 CALLBACK	1,060,000	1,060,000	111,565.31	67,972.00	.00	948,434.69	10.5%
50400 VAC SICK COMP BUYBACK	0	0	-16.45	.00	.00	16.45	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	209,698.46	119,772.15	.00	-209,698.46	100.0%
50900 VACANCY SAVINGS	-10,985,104	-10,985,104	.00	.00	.00	-10,985,104.00	.0%
51000 CALPERS PENSION NORMAL COST	9,621,723	9,617,198	363,677.65	156,689.65	.00	9,253,520.35	3.8%
51005 CALPERS PENS CARMAN NORMAL CO	0	0	-13,697.63	-17,469.52	.00	13,697.63	100.0%
51010 CALPERS PENSION UAL	6,315,862	6,315,862	1,052,643.66	526,321.83	.00	5,263,218.34	16.7%
51020 CALPERS UAL - PUBLIC SAFETY	3,999,490	3,999,490	666,581.66	333,290.83	.00	3,332,908.34	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	431,171	431,171	195,842.02	108,209.94	.00	235,328.98	45.4%
51040 EARLY RETIREMENT INCENTIVE	38,450	38,450	38,450.06	38,450.06	.00	-.06	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	21,017,677	21,008,251	2,227,604.95	1,346,517.66	.00	18,780,646.05	10.6%
51161 VAC/SICK ACCRUAL	2,092,537	2,092,537	246,801.14	149,159.57	.00	1,845,735.86	11.8%
51200 OPOA RETIREE MEDICAL PLAN	1,955,871	1,955,871	496,035.46	493,269.76	.00	1,459,835.54	25.4%
51210 RETIREE HEALTH INS PLAN	622,309	622,309	106,360.75	13,000.44	.00	515,948.25	17.1%
51300 WORKERS COMPENSATION	7,207,537	7,207,537	1,201,256.14	600,628.07	.00	6,006,280.86	16.7%
51400 AUTO ALLOWANCE	49,470	49,470	6,092.79	3,759.24	.00	43,377.21	12.3%
51410 UNIFORM ALLOWANCE	52,549	52,549	1,105.75	673.00	.00	51,443.25	2.1%
52000 POSTAGE	67,206	67,206	7,200.25	5,111.43	19,008.26	40,997.49	39.0%
52100 CHEMICALS	140,873	140,873	39,070.44	.00	15,587.08	86,215.48	38.8%
52200 BROCHURES & PUBLICATIONS	63,757	63,757	1,181.00	.00	11,587.19	50,988.81	20.0%
52300 UNIFORMS	372,626	372,626	6,741.98	2,973.91	94,653.89	271,230.13	27.2%
52310 TRAINING-WORKSHOP-MTGS	625,444	625,444	26,382.59	1,160.00	72,145.84	526,915.57	15.8%
52320 MILEAGE REIMBURSEMENTS	2,829	2,829	15.82	.00	.00	2,813.18	.6%
52330 EDUCATION REIMBURSEMENT	34,714	34,714	6,437.75	6,437.75	.00	28,276.25	18.5%
52340 MEMBERSHIPS	375,481	375,481	231,442.00	227,504.00	.00	144,039.00	61.6%
52350 OTHER EXPENSE REIMB	71,776	98,026	7,661.64	1,384.70	.00	90,364.36	7.8%
52400 MINOR EQUIPMENT	991,161	991,161	57,980.61	12,140.11	410,835.01	522,345.38	47.3%
52500 COMMUNITY ACTIVITIES EXP	219,366	219,366	.00	.00	41,158.80	178,207.20	18.8%
52600 SUPPLIES CUSTODIAL	154,500	154,500	7,567.49	5,586.96	57,796.20	89,136.31	42.3%
52610 SUPPLIES SAFETY	307,117	307,117	11,480.42	11,480.42	85,468.78	210,167.80	31.6%
52620 SUPPLIES OTHER	504,923	504,923	43,769.80	13,244.31	169,646.56	291,506.64	42.3%
52900 MISC SUPPLIES	1,426,492	1,426,492	23,769.67	15,328.79	430,045.00	972,677.33	31.8%
53000 SOFTWARE EXPENSE	38,038	38,038	7,542.00	.00	820.00	29,676.00	22.0%
53001 SOFTWARE SUBSCRIPTION	19,500	19,500	22,130.00	22,000.00	13,470.00	-16,100.00	182.6%

YEAR-TO-DATE BUDGET REPORT
EXPENSE - AUGUST 2025 (PRELIMINARY)

FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53010 SERVICES PRINTING BINDING	113,628	113,628	3,267.87	2,955.09	29,883.51	80,476.62	29.2%
53020 INTERNAL PHOTOCOPING COSTS	96,981	96,981	16,014.51	15,492.81	2,000.00	78,966.49	18.6%
53110 SERVICES MEDICAL	31,957	31,957	.00	.00	6,248.60	25,708.40	19.6%
53200 PROF SERVICES - OTHER	18,005,263	17,963,230	2,008,683.80	1,238,233.29	9,872,951.92	6,081,594.40	66.1%
53210 SERVICES AUDIT	285,000	285,000	.00	.00	257,005.00	27,995.00	90.2%
53220 SERVICES LEGAL SERVICES	824,142	824,142	51,056.30	51,056.30	425,940.44	347,145.26	57.9%
53230 ANIMAL SHELTER	2,732,634	2,732,634	.00	.00	.00	2,732,634.00	.0%
53250 ADVERTISING	47,111	47,111	2,687.50	2,687.50	13,312.50	31,111.00	34.0%
53260 LEGAL ADVOCACY	82,416	82,416	6,868.00	4,200.00	75,548.00	.00	100.0%
53300 CONTRACT ELECTIONS EXPNS	100,000	100,000	.00	.00	.00	100,000.00	.0%
53310 COUNTY PROP TAX ADMIN CHG	545,500	545,500	.00	.00	.00	545,500.00	.0%
53400 PROFESSIONAL SERVICES - HR	80,000	80,000	10,447.50	.00	12,906.00	56,646.50	29.2%
53410 BACKGROUND CHECKING	261,557	261,557	56,692.40	56,692.40	148,307.60	56,557.00	78.4%
53500 BANK CHARGES	224,810	224,810	.00	.00	44,188.52	180,621.48	19.7%
53510 SERVICE FINES & FEES	0	0	770.00	.00	.00	-770.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	2,811,881	2,811,881	289,547.98	226,634.80	.00	2,522,333.02	10.3%
54020 UTILITY EXPENSE - GAS	66,625	66,625	4,891.49	1,161.93	.00	61,733.51	7.3%
54030 UTILITY EXPENSE- WASTEWATER	115,532	115,532	20,161.36	11,448.89	.00	95,370.64	17.5%
54040 UTILITY EXPENSE WATER	1,678,757	1,678,757	368,167.67	201,117.77	.00	1,310,589.33	21.9%
54050 UTIL EXP REFUSE AND DISPOSE	479,760	479,760	64,023.89	29,626.02	.00	415,736.11	13.3%
54070 INTERNET CHARGES	3,606	3,606	.00	.00	.00	3,606.00	.0%
54080 TELEPHONE CHGS	618,463	618,463	41,393.55	24,488.68	.00	577,069.45	6.7%
55010 BUILDING MAINT & REPAIR	189,570	189,570	4,510.61	.00	14,371.94	170,687.45	10.0%
55020 EQUIPMENT MAINTENANCE	119,284	119,284	412.54	379.46	117,266.93	1,604.53	98.7%
55030 VEHICLE MAINTENANCE	62,209	62,209	12,788.00	12,788.00	56,076.75	-6,655.75	110.7%
56030 CAPEX - VEHICLES	180,000	180,000	.00	.00	87,365.04	92,634.96	48.5%
56040 CAPEX - MACHINERY/EQUIP	10,000	86,357	-15,000.00	-15,000.00	76,356.88	25,000.00	71.1%
57000 RENTALS & LEASES	2,924,270	2,924,270	206,990.39	122,880.31	2,787,037.11	-69,757.50	102.4%
57110 TAXES AND FILING FEES	9,000	9,000	9,785.00	.00	.00	-785.00	108.7%
57300 LEASE PMT CAP GROWTH FEES	973,883	973,883	.00	.00	.00	973,883.00	.0%
57400 CONTRIBUTION TO OTHER FND	95,000	95,000	95,000.00	.00	.00	.00	100.0%
57410 CONTRIBUTION TO OTHER GOV AGC	163,856	163,856	.00	.00	163,855.42	.58	100.0%
57800 FOR CONTINGENCIES	2,092,873	2,092,873	.00	.00	.00	2,092,873.00	.0%
59200 IT & DATA PROCESSING CHGS	9,916,201	9,916,201	1,652,700.16	826,350.08	.00	8,263,500.84	16.7%
59300 LIABILITY INSURANCE CHGS	8,684,390	8,684,390	1,447,398.36	723,699.18	.00	7,236,991.64	16.7%
59400 TELEPHONE CHGS HIPC	822,238	822,238	137,039.62	68,519.81	.00	685,198.38	16.7%
59500 FLEET EQUIP MAINT ISF CHG	5,220,048	5,220,048	729,890.88	378,659.69	.00	4,490,157.12	14.0%
59700 FACILITY CHG MAINTENANCE	7,300,692	7,300,692	1,216,782.02	608,391.01	.00	6,083,909.98	16.7%
59800 TRANSFERS OUT - CIP	10,079,000	10,079,000	.00	.00	.00	10,079,000.00	.0%
59810 TRANSFERS OUT - CITY MATCH	49,624	49,624	.00	.00	.00	49,624.00	.0%
59900 TRANSFERS OUT - DEBT	3,973,182	3,973,182	.00	.00	.00	3,973,182.00	.0%
59910 TRANSFERS OUT - STORM WATER	1,785,840	1,785,840	.00	.00	.00	1,785,840.00	.0%
59920 INTERFND TRNSFRS OUT- SP. DIS	419,369	419,369	.00	.00	.00	419,369.00	.0%
59930 TRANSFERS OUT - TRAFFIC SAFET	330,000	330,000	.00	.00	.00	330,000.00	.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSE - AUGUST 2025 (PRELIMINARY)

FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL FUND	243,656,065	243,755,133	29,257,021.96	16,487,156.75	15,612,844.77	198,885,266.27	18.4%
104 HALF CENT SALES TAX - MEAS 0							
50000 SALARIES - REGULAR	390,992	390,992	58,292.98	35,423.17	.00	332,699.02	14.9%
50100 SALARIES - TEMPORARY	266,928	266,928	78,220.79	39,461.75	.00	188,707.21	29.3%
50200 OVERTIME WAGES	0	0	329.94	199.34	.00	-329.94	100.0%
50400 VAC SICK COMP BUYBACK	0	0	311.78	.00	.00	-311.78	100.0%
51000 CALPERS PENSION NORMAL COST	32,237	32,237	6,029.05	3,362.32	.00	26,207.95	18.7%
51010 CALPERS PENSION UAL	52,143	52,143	8,690.50	4,345.25	.00	43,452.50	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	1,536	1,536	4,494.65	2,421.86	.00	-2,958.65	292.6%
51160 CITY PAID EMPLOYEE BENEFITS	113,989	113,989	16,349.22	9,983.38	.00	97,639.78	14.3%
51161 VAC/SICK ACCRUAL	7,000	7,000	1,209.12	744.58	.00	5,790.88	17.3%
51210 RETIREE HEALTH INS PLAN	0	0	134.02	88.80	.00	-134.02	100.0%
51300 WORKERS COMPENSATION	19,626	19,626	3,270.98	1,635.49	.00	16,355.02	16.7%
52000 POSTAGE	3,000	3,000	.00	.00	.00	3,000.00	.0%
52300 UNIFORMS	4,500	4,500	.00	.00	.00	4,500.00	.0%
52400 MINOR EQUIPMENT	279,081	279,081	106,434.91	71,101.69	357,304.35	-184,658.26	166.2%
52600 SUPPLIES CUSTODIAL	11,000	11,000	.00	.00	.00	11,000.00	.0%
52620 SUPPLIES OTHER	20,125	20,125	.00	.00	.00	20,125.00	.0%
52900 MISC SUPPLIES	4,000	4,000	.00	.00	2,000.00	2,000.00	50.0%
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	.00	.00	.00	28,000.00	.0%
53200 PROF SERVICES - OTHER	768,430	768,430	5,617.00	4,342.00	135,237.91	627,575.09	18.3%
53210 SERVICES AUDIT	5,400	5,400	.00	.00	.00	5,400.00	.0%
53600 HOUSING ASSIST LOAN GRANT	0	0	36,455.70	.00	.00	-36,455.70	100.0%
54010 UTILITY EXPENSE-ELECTRIC	4,209	4,209	259.09	124.15	.00	3,949.91	6.2%
54030 UTILITY EXPENSE- WASTEWATER	0	0	414.38	242.19	.00	-414.38	100.0%
54040 UTILITY EXPENSE WATER	0	0	34,408.49	18,480.87	.00	-34,408.49	100.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	0	3,033.77	1,519.11	.00	-3,033.77	100.0%
54080 TELEPHONE CHGS	500	500	882.50	448.61	.00	-382.50	176.5%
56040 CAPEX - MACHINERY/EQUIP	2,000	2,000	.00	.00	.00	2,000.00	.0%
57400 CONTRIBUTION TO OTHER FND	3,838	3,838	.00	.00	.00	3,838.00	.0%
57500 PRINCIPAL PAYMENTS	1,005,000	1,005,000	.00	.00	.00	1,005,000.00	.0%
57510 INTEREST & PENALTIES EXPENSE	346,341	346,341	.00	.00	.00	346,341.00	.0%
59200 IT & DATA PROCESSING CHGS	40,264	40,264	6,710.66	3,355.33	.00	33,553.34	16.7%
59300 LIABILITY INSURANCE CHGS	35,395	35,395	5,899.16	2,949.58	.00	29,495.84	16.7%
59500 FLEET EQUIP MAINT ISF CHG	2,861	2,861	15,549.75	8,692.54	.00	-12,688.75	543.5%
59600 INDIRECT PRORATED CST CHG	67,727	67,727	11,287.82	5,643.91	.00	56,439.18	16.7%
59800 TRANSFERS OUT - CIP	22,530,000	22,530,000	.00	.00	.00	22,530,000.00	.0%
59900 TRANSFERS OUT - DEBT	1,665,250	1,665,250	.00	.00	.00	1,665,250.00	.0%
59940 TRANSFERS OUT - MEASURE 0	1,514,671	1,514,671	220,210.50	110,105.25	.00	1,294,460.50	14.5%

YEAR-TO-DATE BUDGET REPORT
EXPENSE - AUGUST 2025 (PRELIMINARY)

FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL HALF CENT SALES TAX - MEAS	29,226,043	29,226,043	624,496.76	324,671.17	498,085.38	28,103,460.86	3.8%
114 STORM WATER MANAGEMENT FUND							
50000 SALARIES - REGULAR	433,351	433,351	58,690.44	33,993.76	.00	374,660.56	13.5%
50200 OVERTIME WAGES	50,000	50,000	6,309.84	4,246.41	.00	43,690.16	12.6%
51000 CALPERS PENSION NORMAL COST	43,206	43,206	5,181.97	3,061.07	.00	38,024.03	12.0%
51010 CALPERS PENSION UAL	61,846	61,846	10,307.66	5,153.83	.00	51,538.34	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	1,727	1,727	731.51	434.11	.00	995.49	42.4%
51160 CITY PAID EMPLOYEE BENEFITS	117,655	117,655	11,529.90	7,206.28	.00	106,125.10	9.8%
51161 VAC/SICK ACCRUAL	9,383	9,383	1,231.07	734.17	.00	8,151.93	13.1%
51210 RETIREE HEALTH INS PLAN	0	0	127.85	59.45	.00	-127.85	100.0%
51300 WORKERS COMPENSATION	28,112	28,112	4,685.32	2,342.66	.00	23,426.68	16.7%
52100 CHEMICALS	40,000	40,000	.00	.00	.00	40,000.00	.0%
52310 TRAINING-WORKSHOP-MTGS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52400 MINOR EQUIPMENT	20,000	20,000	.00	.00	4,990.02	15,009.98	25.0%
53200 PROF SERVICES - OTHER	700,000	700,000	54,942.51	54,942.51	346,367.00	298,690.49	57.3%
54010 UTILITY EXPENSE-ELECTRIC	2,500	2,500	345.64	183.25	.00	2,154.36	13.8%
54050 UTIL EXP REFUSE AND DISPOSE	294,000	294,000	.00	.00	.00	294,000.00	.0%
54090 UNLEADED FUEL	5,000	5,000	.00	.00	10,000.00	-5,000.00	200.0%
55030 VEHICLE MAINTENANCE	0	0	.00	.00	594.95	-594.95	100.0%
57000 RENTALS & LEASES	75,000	75,000	3,314.48	3,314.48	44,750.22	26,935.30	64.1%
57110 TAXES AND FILING FEES	60,000	60,000	.00	.00	.00	60,000.00	.0%
59200 IT & DATA PROCESSING CHGS	58,670	58,670	9,778.32	4,889.16	.00	48,891.68	16.7%
59300 LIABILITY INSURANCE CHGS	51,420	51,420	8,570.00	4,285.00	.00	42,850.00	16.7%
59500 FLEET EQUIP MAINT ISF CHG	2,854	2,854	145.28	107.03	.00	2,708.72	5.1%
59600 INDIRECT PRORATED CST CHG	53,219	53,219	8,869.84	4,434.92	.00	44,349.16	16.7%
TOTAL STORM WATER MANAGEMENT FUND	2,109,443	2,109,443	184,761.63	129,388.09	406,702.19	1,517,979.18	28.0%
119 PUBLIC SAFETY RETIREMENT FUND							
51005 CALPERS PENS CARMAN NORMAL CO	9,371,270	9,371,270	-27,699.41	-119,876.34	.00	9,398,969.41	-.3%
51020 CALPERS UAL - PUBLIC SAFETY	13,015,527	13,015,527	2,169,254.50	1,084,627.25	.00	10,846,272.50	16.7%
53310 COUNTY PROP TAX ADMIN CHG	167,363	167,363	.00	.00	.00	167,363.00	.0%
TOTAL PUBLIC SAFETY RETIREMENT FU	22,554,160	22,554,160	2,141,555.09	964,750.91	.00	20,412,604.91	9.5%

120 MAINT ASSMNT DIST

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120	MAINT ASSMNT DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	1,400,574	1,400,574	137,283.72	84,936.57	.00	1,263,290.28	9.8%
50100	SALARIES - TEMPORARY	20,000	20,000	.00	.00	.00	20,000.00	.0%
50200	OVERTIME WAGES	383,000	383,000	27,476.01	8,883.71	.00	355,523.99	7.2%
51000	CALPERS PENSION NORMAL COST	139,637	139,637	11,688.72	7,165.54	.00	127,948.28	8.4%
51005	CALPERS PENS CARMAN NORMAL CO	0	0	-120.47	-449.24	.00	120.47	100.0%
51010	CALPERS PENSION UAL	189,530	189,530	31,588.34	15,794.17	.00	157,941.66	16.7%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	1,362.63	857.02	.00	-1,362.63	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	357,501	357,501	34,200.32	20,989.42	.00	323,300.68	9.6%
51161	VAC/SICK ACCRUAL	30,322	30,322	3,135.65	1,964.96	.00	27,186.35	10.3%
51210	RETIREE HEALTH INS PLAN	0	0	905.51	572.07	.00	-905.51	100.0%
51300	WORKERS COMPENSATION	82,926	82,926	13,821.00	6,910.50	.00	69,105.00	16.7%
52200	BROCHURES & PUBLICATIONS	5,000	5,000	.00	.00	150.00	4,850.00	3.0%
52300	UNIFORMS	7,500	7,500	.00	.00	13,700.00	-6,200.00	182.7%
52310	TRAINING-WORKSHOP-MTGS	25,000	25,000	300.00	.00	25,000.00	-300.00	101.2%
52400	MINOR EQUIPMENT	96,500	96,500	1,514.89	995.93	97,635.11	-2,650.00	102.7%
52600	SUPPLIES CUSTODIAL	38,000	38,000	.00	.00	47,000.00	-9,000.00	123.7%
52610	SUPPLIES SAFETY	500	500	.00	.00	.00	500.00	.0%
52900	MISC SUPPLIES	188,500	188,500	2,875.68	2,875.68	68,774.32	116,850.00	38.0%
53200	PROF SERVICES - OTHER	6,591,301	6,591,301	269,795.31	269,706.65	3,738,239.67	2,583,266.02	60.8%
53310	COUNTY PROP TAX ADMIN CHG	21,407	21,407	.00	.00	.00	21,407.00	.0%
54010	UTILITY EXPENSE-ELECTRIC	242,385	242,385	25,329.15	15,703.21	.00	217,055.85	10.4%
54030	UTILITY EXPENSE- WASTEWATER	7,300	7,300	1,981.10	785.48	.00	5,318.90	27.1%
54040	UTILITY EXPENSE WATER	981,819	981,819	232,248.11	102,987.21	.00	749,570.89	23.7%
54050	UTIL EXP REFUSE AND DISPOSE	22,100	22,100	3,522.02	1,772.64	.00	18,577.98	15.9%
54080	TELEPHONE CHGS	20,400	20,400	1,846.87	702.48	.00	18,553.13	9.1%
57000	RENTALS & LEASES	125,000	125,000	.00	.00	5,149.66	119,850.34	4.1%
59020	TRANSFERS OUT - INTRAFUND	2,995,920	2,995,920	.00	.00	.00	2,995,920.00	.0%
59025	TRANSFERS OUT - INTERFUND	369,509	369,509	.00	.00	.00	369,509.00	.0%
59200	IT & DATA PROCESSING CHGS	179,841	179,841	29,973.50	14,986.75	.00	149,867.50	16.7%
59300	LIABILITY INSURANCE CHGS	144,153	144,153	24,025.50	12,012.75	.00	120,127.50	16.7%
59400	TELEPHONE CHGS HIPC	4,922	4,922	820.32	410.16	.00	4,101.68	16.7%
59500	FLEET EQUIP MAINT ISF CHG	62,672	62,672	7,978.64	3,033.34	.00	54,693.36	12.7%
59600	INDIRECT PRORATED CST CHG	206,671	206,671	34,445.16	17,222.58	.00	172,225.84	16.7%
59700	FACILITY CHG MAINTENANCE	28,445	28,445	4,740.84	2,370.42	.00	23,704.16	16.7%
59800	TRANSFERS OUT - CIP	330,000	330,000	.00	.00	.00	330,000.00	.0%
	TOTAL MAINT ASSMNT DIST	15,298,335	15,298,335	902,738.52	593,190.00	3,995,648.76	10,399,947.72	32.0%
181 STATE GAS TAX FUND								
50000	SALARIES - REGULAR	1,358,559	1,358,559	142,702.14	86,878.03	.00	1,215,856.86	10.5%
50100	SALARIES - TEMPORARY	0	0	6,284.05	3,532.97	.00	-6,284.05	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50200 OVERTIME WAGES	60,000	60,000	10,908.35	6,797.44	.00	49,091.65	18.2%
51000 CALPERS PENSION NORMAL COST	135,448	135,448	13,351.66	8,006.74	.00	122,096.34	9.9%
51010 CALPERS PENSION UAL	219,793	219,793	36,632.16	18,316.08	.00	183,160.84	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	7,774	7,774	3,058.39	1,594.49	.00	4,715.61	39.3%
51160 CITY PAID EMPLOYEE BENEFITS	391,222	391,222	42,507.44	26,179.94	.00	348,714.56	10.9%
51161 VAC/SICK ACCRUAL	29,412	29,412	3,231.96	1,956.14	.00	26,180.04	11.0%
51210 RETIREE HEALTH INS PLAN	23,960	23,960	3,521.11	146.92	.00	20,438.89	14.7%
51300 WORKERS COMPENSATION	89,297	89,297	14,882.84	7,441.42	.00	74,414.16	16.7%
51400 AUTO ALLOWANCE	420	420	53.06	32.30	.00	366.94	12.6%
52310 TRAINING-WORKSHOP-MTGS	2,500	2,500	90.00	.00	.00	2,410.00	3.6%
52400 MINOR EQUIPMENT	163,860	163,860	17,699.21	6,108.42	89,800.79	56,360.00	65.6%
52900 MISC SUPPLIES	1,473	1,473	1,293.00	.00	.00	180.00	87.8%
53020 INTERNAL PHOTOCOPING COSTS	1,200	1,200	78.95	78.95	.00	1,121.05	6.6%
53200 PROF SERVICES - OTHER	506,000	506,000	25,304.62	25,152.31	296,748.25	183,947.13	63.6%
54010 UTILITY EXPENSE-ELECTRIC	221,683	221,683	36,580.63	18,255.41	.00	185,102.37	16.5%
54080 TELEPHONE CHGS	10,000	10,000	2,414.57	1,092.04	.00	7,585.43	24.1%
57000 RENTALS & LEASES	50,000	50,000	.00	.00	31,000.00	19,000.00	62.0%
57500 PRINCIPAL PAYMENTS	805,000	805,000	805,000.00	805,000.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	509,275	509,275	260,675.00	260,675.00	.00	248,600.00	51.2%
59200 IT & DATA PROCESSING CHGS	208,509	208,509	34,751.50	17,375.75	.00	173,757.50	16.7%
59300 LIABILITY INSURANCE CHGS	163,346	163,346	27,224.34	13,612.17	.00	136,121.66	16.7%
59400 TELEPHONE CHGS HIPC	12,003	12,003	2,000.50	1,000.25	.00	10,002.50	16.7%
59500 FLEET EQUIP MAINT ISF CHG	358,617	358,617	61,618.59	44,054.29	.00	296,998.41	17.2%
59600 INDIRECT PRORATED CST CHG	185,029	185,029	30,838.16	15,419.08	.00	154,190.84	16.7%
59700 FACILITY CHG MAINTENANCE	353,897	353,897	58,982.82	29,491.41	.00	294,914.18	16.7%
TOTAL STATE GAS TAX FUND	5,868,277	5,868,277	1,641,685.05	1,398,197.55	417,549.04	3,809,042.91	35.1%

182 TRAFFIC SAFETY FUND

50000 SALARIES - REGULAR	287,737	287,737	775.96	195.88	.00	286,961.04	.3%
51000 CALPERS PENSION NORMAL COST	28,687	28,687	77.97	19.53	.00	28,609.03	.3%
51010 CALPERS PENSION UAL	72,756	72,756	12,126.00	6,063.00	.00	60,630.00	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	2,360	2,360	57.27	5.18	.00	2,302.73	2.4%
51160 CITY PAID EMPLOYEE BENEFITS	70,898	70,898	799.30	117.96	.00	70,098.70	1.1%
51161 VAC/SICK ACCRUAL	6,230	6,230	17.88	4.24	.00	6,212.12	.3%
51300 WORKERS COMPENSATION	24,276	24,276	4,046.00	2,023.00	.00	20,230.00	16.7%
59200 IT & DATA PROCESSING CHGS	69,024	69,024	11,504.00	5,752.00	.00	57,520.00	16.7%
59300 LIABILITY INSURANCE CHGS	22,995	22,995	3,832.50	1,916.25	.00	19,162.50	16.7%
59600 INDIRECT PRORATED CST CHG	9,448	9,448	1,574.66	787.33	.00	7,873.34	16.7%
TOTAL TRAFFIC SAFETY FUND	594,411	594,411	34,811.54	16,884.37	.00	559,599.46	5.9%

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	0	0	.00	.00	114,021.25	-114,021.25	100.0%
59800	TRANSFERS OUT - CIP	4,000,000	4,000,000	.00	.00	.00	4,000,000.00	.0%
	TOTAL ROAD MAINT & REHAB ACT FUND	4,000,000	4,000,000	.00	.00	114,021.25	3,885,978.75	2.9%
191 ASSET SEIZURE FUND - FED								
52310	TRAINING-WORKSHOP-MTGS	0	0	2,686.62	.00	.00	-2,686.62	100.0%
	TOTAL ASSET SEIZURE FUND - FED	0	0	2,686.62	.00	.00	-2,686.62	100.0%
200 FEDERAL GRANTS FUND								
50000	SALARIES - REGULAR	0	0	45,451.78	28,285.06	.00	-45,451.78	100.0%
50100	SALARIES - TEMPORARY	0	3,500	.00	.00	.00	3,500.00	.0%
50200	OVERTIME WAGES	0	0	6,270.71	4,310.31	.00	-6,270.71	100.0%
50210	OVERTIME-FLSA PUBLIC SAFETY	0	0	1,517.13	758.82	.00	-1,517.13	100.0%
50220	STATION COVERAGE OT	0	0	4,140.69	.00	.00	-4,140.69	100.0%
50410	WORKERS COMP SALARY CONTINUE	0	0	938.44	938.44	.00	-938.44	100.0%
51000	CALPERS PENSION NORMAL COST	0	0	96.94	89.41	.00	-96.94	100.0%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	411.40	259.18	.00	-411.40	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	-59,270	-59,270	9,443.18	5,634.41	.00	-68,713.18	-15.9%
51161	VAC/SICK ACCRUAL	0	0	1,008.46	630.70	.00	-1,008.46	100.0%
51300	WORKERS COMPENSATION	31,592	31,592	5,265.34	2,632.67	.00	26,326.66	16.7%
52300	UNIFORMS	0	0	532.38	.00	.00	-532.38	100.0%
52310	TRAINING-WORKSHOP-MTGS	0	0	.00	.00	5,000.00	-5,000.00	100.0%
52400	MINOR EQUIPMENT	0	0	.00	.00	25,233.60	-25,233.60	100.0%
53200	PROF SERVICES - OTHER	0	420,000	.00	.00	129,893.45	290,106.55	30.9%
59300	LIABILITY INSURANCE CHGS	27,678	27,678	4,613.00	2,306.50	.00	23,065.00	16.7%
59800	TRANSFERS OUT - CIP	1,072,449	1,072,449	.00	.00	.00	1,072,449.00	.0%
	TOTAL FEDERAL GRANTS FUND	1,072,449	1,495,949	79,689.45	45,845.50	160,127.05	1,256,132.50	16.0%
201 CDBG FUND								
50000	SALARIES - REGULAR	244,709	244,709	16,880.05	10,274.86	.00	227,828.95	6.9%
50100	SALARIES - TEMPORARY	106,639	106,639	331.50	331.50	.00	106,307.50	.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51000 CALPERS PENSION NORMAL COST	24,397	24,397	1,717.90	1,057.45	.00	22,679.10	7.0%
51010 CALPERS PENSION UAL	26,955	26,955	4,492.50	2,246.25	.00	22,462.50	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	822	822	174.01	104.96	.00	647.99	21.2%
51160 CITY PAID EMPLOYEE BENEFITS	61,338	61,338	4,595.90	2,802.06	.00	56,742.10	7.5%
51161 VAC/SICK ACCRUAL	5,298	5,298	385.15	233.08	.00	4,912.85	7.3%
51210 RETIREE HEALTH INS PLAN	0	0	167.87	102.18	.00	-167.87	100.0%
51300 WORKERS COMPENSATION	10,795	10,795	1,799.16	899.58	.00	8,995.84	16.7%
52000 POSTAGE	1,500	1,500	12.87	12.87	.00	1,487.13	.9%
52310 TRAINING-WORKSHOP-MTGS	2,000	2,000	.00	.00	.00	2,000.00	.0%
52320 MILEAGE REIMBURSEMENTS	172	172	.00	.00	.00	172.00	.0%
52400 MINOR EQUIPMENT	1,933	1,933	.00	.00	.00	1,933.00	.0%
52900 MISC SUPPLIES	6,271	6,271	.00	.00	500.00	5,771.00	8.0%
53020 INTERNAL PHOTOCOPING COSTS	1,933	1,933	.00	.00	.00	1,933.00	.0%
53200 PROF SERVICES - OTHER	511,911	511,911	75,000.23	75,000.23	560,347.20	-123,436.43	124.1%
53220 SERVICES LEGAL SERVICES	687	687	.00	.00	.00	687.00	.0%
53250 ADVERTISING	6,874	6,874	.00	.00	6,874.00	.00	100.0%
53600 HOUSING ASSIST LOAN GRANT	871,648	871,648	792,999.00	.00	736,239.31	-657,590.31	175.4%
54080 TELEPHONE CHGS	516	516	159.42	79.71	.00	356.58	30.9%
57410 CONTRIBUTION TO OTHER GOV AGC	100,536	100,536	.00	.00	100,000.00	536.00	99.5%
59300 LIABILITY INSURANCE CHGS	1,383	1,383	230.50	115.25	.00	1,152.50	16.7%
TOTAL CDBG FUND	1,988,317	1,988,317	898,946.06	93,259.98	1,403,960.51	-314,589.57	115.8%
202 HOME FUND							
52000 POSTAGE	439	439	.69	.69	.00	438.31	.2%
52310 TRAINING-WORKSHOP-MTGS	1,537	1,537	.00	.00	.00	1,537.00	.0%
52320 MILEAGE REIMBURSEMENTS	88	88	.00	.00	.00	88.00	.0%
52400 MINOR EQUIPMENT	1,647	1,647	.00	.00	.00	1,647.00	.0%
52900 MISC SUPPLIES	183	183	.00	.00	500.00	-317.00	273.2%
53020 INTERNAL PHOTOCOPING COSTS	366	366	.00	.00	.00	366.00	.0%
53200 PROF SERVICES - OTHER	42,377	42,377	2,391.02	2,391.02	282,819.16	-242,833.18	673.0%
53220 SERVICES LEGAL SERVICES	18,295	18,295	.00	.00	7,081.92	11,213.08	38.7%
53250 ADVERTISING	3,659	3,659	.00	.00	3,659.00	.00	100.0%
53600 HOUSING ASSIST LOAN GRANT	536,938	536,938	.00	.00	160,000.00	376,938.00	29.8%
57800 FOR CONTINGENCIES	80,387	80,387	.00	.00	.00	80,387.00	.0%
TOTAL HOME FUND	685,916	685,916	2,391.71	2,391.71	454,060.08	229,464.21	66.5%
203 EMERGENCY SHELTER FUND							

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203	EMERGENCY SHELTER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	6,762	6,762	809.38	492.67	.00	5,952.62	12.0%
51000	CALPERS PENSION NORMAL COST	674	674	80.79	49.12	.00	593.21	12.0%
51010	CALPERS PENSION UAL	970	970	161.66	80.83	.00	808.34	16.7%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	8.08	4.92	.00	-8.08	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	1,346	1,346	151.29	92.09	.00	1,194.71	11.2%
51161	VAC/SICK ACCRUAL	146	146	17.62	10.66	.00	128.38	12.1%
51210	RETIREE HEALTH INS PLAN	0	0	8.08	4.92	.00	-8.08	100.0%
53200	PROF SERVICES - OTHER	95,058	95,058	.00	.00	.00	95,058.00	.0%
57410	CONTRIBUTION TO OTHER GOV AGC	70,166	70,166	.00	.00	19,970.09	50,195.91	28.5%
TOTAL EMERGENCY SHELTER FUND		175,122	175,122	1,236.90	735.21	19,970.09	153,915.01	12.1%
204 ARPA								
53200	PROF SERVICES - OTHER	0	0	.00	.00	435,971.83	-435,971.83	100.0%
53270	CONSTRUCTION SERVICES	0	0	.00	.00	216,454.20	-216,454.20	100.0%
TOTAL ARPA		0	0	.00	.00	652,426.03	-652,426.03	100.0%
210 STATE & LOCAL GRANTS FUND								
50000	SALARIES - REGULAR	2,204,754	2,204,754	249,661.57	151,551.31	.00	1,955,092.43	11.3%
50100	SALARIES - TEMPORARY	2,788,059	2,788,059	149,825.43	100,245.67	.00	2,638,233.57	5.4%
50200	OVERTIME WAGES	35,000	35,000	87,861.37	39,264.81	.00	-52,861.37	251.0%
51000	CALPERS PENSION NORMAL COST	219,814	219,814	24,116.68	14,143.45	.00	195,697.32	11.0%
51010	CALPERS PENSION UAL	467,216	467,216	77,869.44	38,934.72	.00	389,346.56	16.7%
51030	RETIREMENT ENHANCEMENT PLAN	2,655	2,655	8,214.89	5,327.02	.00	-5,559.89	309.4%
51160	CITY PAID EMPLOYEE BENEFITS	701,768	701,768	84,733.38	51,169.54	.00	617,034.62	12.1%
51161	VAC/SICK ACCRUAL	47,732	47,732	6,141.48	3,809.30	.00	41,590.52	12.9%
51210	RETIREE HEALTH INS PLAN	0	0	544.82	330.27	.00	-544.82	100.0%
51300	WORKERS COMPENSATION	107,319	107,319	17,886.58	8,943.29	.00	89,432.42	16.7%
52000	POSTAGE	0	0	12,027.85	12,027.85	5,972.15	-18,000.00	100.0%
52300	UNIFORMS	51,540	51,540	11,739.35	11,739.35	5,905.27	33,895.38	34.2%
52310	TRAINING-WORKSHOP-MTGS	39,500	39,500	104.00	.00	.00	39,396.00	.3%
52320	MILEAGE REIMBURSEMENTS	1,460	1,460	.00	.00	.00	1,460.00	.0%
52340	MEMBERSHIPS	1,040	1,040	.00	.00	.00	1,040.00	.0%
52400	MINOR EQUIPMENT	20,180	20,180	795.46	.00	20,259.50	-874.96	104.3%
52610	SUPPLIES SAFETY	0	0	1,723.95	1,723.95	3,276.05	-5,000.00	100.0%
52620	SUPPLIES OTHER	94,866	94,866	943.95	.00	16,000.00	77,922.05	17.9%
52900	MISC SUPPLIES	17,300	17,300	4,330.79	1,118.04	48,348.26	-35,379.05	304.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53010 SERVICES PRINTING BINDING	5,350	5,350	.00	.00	.00	5,350.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	5,000	5,000	626.75	626.75	5,584.75	-1,211.50	124.2%
53110 SERVICES MEDICAL	0	0	2,695.00	2,695.00	12,305.00	-15,000.00	100.0%
53200 PROF SERVICES - OTHER	55,330	55,330	74,149.72	73,377.72	1,629,340.09	-1,648,159.81	3078.8%
53250 ADVERTISING	0	0	.00	.00	3,420.00	-3,420.00	100.0%
54080 TELEPHONE CHGS	28,100	28,100	3,477.11	1,834.43	.00	24,622.89	12.4%
58100 GENERAL LIABILITY INSURANCE	2,000	2,000	.00	.00	.00	2,000.00	.0%
59300 LIABILITY INSURANCE CHGS	174,338	174,338	29,056.22	14,528.11	.00	145,281.78	16.7%
59500 FLEET EQUIP MAINT ISF CHG	0	0	324.63	324.63	.00	-324.63	100.0%
59800 TRANSFERS OUT - CIP	581,500	1,031,184	.00	.00	.00	1,031,184.02	.0%
TOTAL STATE & LOCAL GRANTS FUND	7,651,821	8,101,505	848,850.42	533,715.21	1,750,411.07	5,502,243.53	32.1%
212 TRANSPORT DEV ACT (TDA) FUND							
50000 SALARIES - REGULAR	52,287	52,287	6,417.98	3,689.20	.00	45,869.02	12.3%
51000 CALPERS PENSION NORMAL COST	5,213	5,213	640.92	367.80	.00	4,572.08	12.3%
51010 CALPERS PENSION UAL	7,276	7,276	1,212.66	606.33	.00	6,063.34	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	95.39	36.40	.00	-95.39	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	6,483	6,483	867.03	496.34	.00	5,615.97	13.4%
51161 VAC/SICK ACCRUAL	1,132	1,132	152.51	87.36	.00	979.49	13.5%
51210 RETIREE HEALTH INS PLAN	0	0	26.94	16.40	.00	-26.94	100.0%
51300 WORKERS COMPENSATION	3,024	3,024	504.00	252.00	.00	2,520.00	16.7%
52620 SUPPLIES OTHER	2,500	2,500	.00	.00	2,500.00	.00	100.0%
53200 PROF SERVICES - OTHER	794,294	794,294	14,894.62	-451.41	679,586.11	99,813.27	87.4%
53270 CONSTRUCTION SERVICES	57,221	57,221	.00	.00	6,896.80	50,324.20	12.1%
54010 UTILITY EXPENSE-ELECTRIC	50,000	50,000	9,389.67	4,643.55	.00	40,610.33	18.8%
54030 UTILITY EXPENSE- WASTEWATER	5,000	5,000	944.63	443.89	.00	4,055.37	18.9%
54040 UTILITY EXPENSE WATER	15,000	15,000	2,570.33	1,197.34	.00	12,429.67	17.1%
54050 UTIL EXP REFUSE AND DISPOSE	8,000	8,000	1,703.42	878.97	.00	6,296.58	21.3%
54080 TELEPHONE CHGS	5,000	5,000	390.68	314.33	.00	4,609.32	7.8%
59200 IT & DATA PROCESSING CHGS	6,902	6,902	1,150.34	575.17	.00	5,751.66	16.7%
59300 LIABILITY INSURANCE CHGS	5,531	5,531	921.84	460.92	.00	4,609.16	16.7%
59400 TELEPHONE CHGS HIPC	7,105	7,105	1,184.16	592.08	.00	5,920.84	16.7%
59600 INDIRECT PRORATED CST CHG	30,464	30,464	5,077.34	2,538.67	.00	25,386.66	16.7%
59800 TRANSFERS OUT - CIP	500,000	500,000	.00	.00	.00	500,000.00	.0%
TOTAL TRANSPORT DEV ACT (TDA) FUN	1,562,432	1,562,432	48,144.46	16,745.34	688,982.91	825,304.63	47.2%
220 STATE HOUSING (LHTFP) GRANT							

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220	STATE HOUSING (LHTFP) GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	355,957	355,957	44,430.00	44,430.00	5,896.25	305,630.75	14.1%
53600	HOUSING ASSIST LOAN GRANT	0	0	.00	.00	385,095.00	-385,095.00	100.0%
	TOTAL STATE HOUSING (LHTFP) GRANT	355,957	355,957	44,430.00	44,430.00	390,991.25	-79,464.25	122.3%
230 STATE TRAFFIC CONG RELIEF FUND								
59800	TRANSFERS OUT - CIP	769,637	769,637	.00	.00	.00	769,637.00	.0%
	TOTAL STATE TRAFFIC CONG RELIEF F	769,637	769,637	.00	.00	.00	769,637.00	.0%
301 CAPITAL OUTLAY FUND								
50200	OVERTIME WAGES	0	233,229	.00	.00	.00	233,229.00	.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	3,681	.00	.00	.00	3,681.00	.0%
51300	WORKERS COMPENSATION	0	16,940	.00	.00	.00	16,939.66	.0%
52310	TRAINING-WORKSHOP-MTGS	0	28,220	2,000.00	.00	.00	26,220.00	7.1%
52400	MINOR EQUIPMENT	0	0	.00	.00	26,712.59	-26,712.59	100.0%
52900	MISC SUPPLIES	0	34,272	.00	.00	.00	34,272.20	.0%
53000	SOFTWARE EXPENSE	0	0	.00	.00	.01	-.01	100.0%
53200	PROF SERVICES - OTHER	8,661,180	8,686,180	123,557.04	135,484.44	19,987,179.19	-11,424,556.23	231.5%
53270	CONSTRUCTION SERVICES	34,397,637	35,597,637	3,183,354.77	3,100,807.27	88,003,043.08	-55,588,760.85	256.2%
56010	CAPEX - BUILDINGS	0	0	17,352.50	17,352.50	4,500.00	-21,852.50	100.0%
56020	CAPEX - IMPRV OTH. THN BLDGS	2,000,000	1,000,000	.00	.00	1,722,191.28	-722,191.28	172.2%
56030	CAPEX - VEHICLES	974,000	974,000	.00	.00	.00	974,000.00	.0%
56040	CAPEX - MACHINERY/EQUIP	774,000	882,342	.00	.00	2,345,210.58	-1,462,868.42	265.8%
56050	CAPEX - INFRASTRUCTURE	798,449	798,449	.00	.00	1,116,674.82	-318,225.82	139.9%
	TOTAL CAPITAL OUTLAY FUND	47,605,266	48,254,950	3,326,264.31	3,253,644.21	113,205,511.55	-68,276,825.84	241.5%
320 LOST PUBLIC SECTOR REV FUND								
52400	MINOR EQUIPMENT	0	0	.00	.00	8,320.73	-8,320.73	100.0%
52620	SUPPLIES OTHER	0	0	.00	.00	3,000.00	-3,000.00	100.0%
52900	MISC SUPPLIES	0	0	.00	.00	3,000.00	-3,000.00	100.0%
53200	PROF SERVICES - OTHER	0	0	.00	.00	8,171.90	-8,171.90	100.0%
56040	CAPEX - MACHINERY/EQUIP	0	0	28,165.70	28,165.70	149,326.24	-177,491.94	100.0%
57000	RENTALS & LEASES	0	0	.00	.00	4,337.86	-4,337.86	100.0%

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TOTAL LOST PUBLIC SECTOR REV FUND	0	0	28,165.70	28,165.70	176,156.73	-204,322.43	100.0%
350 DEVELOPMENT IMPACT FEES FUND							
53700 DEVELOPER REIMBURSEMENTS	2,645,000	2,645,000	.00	.00	.00	2,645,000.00	.0%
59600 INDIRECT PRORATED CST CHG	33,994	33,994	5,665.68	2,832.84	.00	28,328.32	16.7%
59800 TRANSFERS OUT - CIP	4,919,680	4,919,680	.00	.00	.00	4,919,680.00	.0%
59900 TRANSFERS OUT - DEBT	527,991	527,991	.00	.00	.00	527,991.00	.0%
TOTAL DEVELOPMENT IMPACT FEES FUN	8,126,665	8,126,665	5,665.68	2,832.84	.00	8,120,999.32	.1%
351 QUIMBY FUND							
59800 TRANSFERS OUT - CIP	2,178,000	2,178,000	.00	.00	.00	2,178,000.00	.0%
TOTAL QUIMBY FUND	2,178,000	2,178,000	.00	.00	.00	2,178,000.00	.0%
360 OTH. DEVPT FEES FUND							
50000 SALARIES - REGULAR	801,369	801,369	81,984.95	49,831.56	.00	719,384.05	10.2%
50100 SALARIES - TEMPORARY	38,000	38,000	8,546.38	5,337.50	.00	29,453.62	22.5%
50200 OVERTIME WAGES	10,000	10,000	53.57	.00	.00	9,946.43	.5%
51000 CALPERS PENSION NORMAL COST	95,300	95,300	8,358.03	4,389.91	.00	86,941.97	8.8%
51005 CALPERS PENS CARMAN NORMAL CO	0	0	13,153.53	8,008.04	.00	-13,153.53	100.0%
51010 CALPERS PENSION UAL	16,372	16,372	2,728.68	1,364.34	.00	13,643.32	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	1,005.07	614.16	.00	-1,005.07	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	138,373	138,373	13,714.72	8,284.14	.00	124,658.28	9.9%
51161 VAC/SICK ACCRUAL	17,350	17,350	1,892.06	1,142.75	.00	15,457.94	10.9%
51210 RETIREE HEALTH INS PLAN	0	0	181.03	107.48	.00	-181.03	100.0%
51300 WORKERS COMPENSATION	62,394	62,394	10,399.00	5,199.50	.00	51,995.00	16.7%
51410 UNIFORM ALLOWANCE	1,600	1,600	.00	.00	.00	1,600.00	.0%
52000 POSTAGE	3,600	3,600	625.97	498.53	.00	2,974.03	17.4%
52200 BROCHURES & PUBLICATIONS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52300 UNIFORMS	5,000	5,000	.00	.00	5,000.00	.00	100.0%
52310 TRAINING-WORKSHOP-MTGS	19,000	19,000	128.27	128.27	.00	18,871.73	.7%
52320 MILEAGE REIMBURSEMENTS	500	500	.00	.00	.00	500.00	.0%
52340 MEMBERSHIPS	500	500	50.00	.00	.00	450.00	10.0%
52400 MINOR EQUIPMENT	27,000	27,000	.00	.00	2,000.00	25,000.00	7.4%

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52610 SUPPLIES SAFETY	3,000	3,000	.00	.00	.00	3,000.00	.0%
52900 MISC SUPPLIES	15,450	15,450	1,082.95	111.04	5,088.96	9,278.09	39.9%
53010 SERVICES PRINTING BINDING	2,000	2,000	.00	.00	.00	2,000.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	4,100	4,100	.00	.00	.00	4,100.00	.0%
53110 SERVICES MEDICAL	5,500	5,500	.00	.00	1,000.00	4,500.00	18.2%
53200 PROF SERVICES - OTHER	193,000	193,000	.00	.00	37,760.00	155,240.00	19.6%
53220 SERVICES LEGAL SERVICES	75,000	75,000	1,739.45	1,739.45	40,578.09	32,682.46	56.4%
53250 ADVERTISING	2,500	2,500	.00	.00	1,250.00	1,250.00	50.0%
53600 HOUSING ASSIST LOAN GRANT	0	0	568,710.00	.00	63,190.00	-631,900.00	100.0%
54080 TELEPHONE CHGS	11,800	11,800	450.13	170.71	.00	11,349.87	3.8%
55030 VEHICLE MAINTENANCE	10,000	10,000	.00	.00	.00	10,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	10,000	10,000	.00	.00	.00	10,000.00	.0%
57300 LEASE PMT CAP GROWTH FEES	22,651	22,651	.00	.00	.00	22,651.00	.0%
59200 IT & DATA PROCESSING CHGS	73,050	73,050	12,175.00	6,087.50	.00	60,875.00	16.7%
59300 LIABILITY INSURANCE CHGS	57,710	57,710	9,618.34	4,809.17	.00	48,091.66	16.7%
59400 TELEPHONE CHGS HIPC	2,961	2,961	493.50	246.75	.00	2,467.50	16.7%
59500 FLEET EQUIP MAINT ISF CHG	40,951	40,951	1,454.09	922.61	.00	39,496.91	3.6%
59600 INDIRECT PRORATED CST CHG	60,649	60,649	10,108.16	5,054.08	.00	50,540.84	16.7%
59700 FACILITY CHG MAINTENANCE	18,375	18,375	3,062.50	1,531.25	.00	15,312.50	16.7%
59800 TRANSFERS OUT - CIP	45,000	45,000	.00	.00	.00	45,000.00	.0%
TOTAL OTH. DEVPT FEES FUND	1,891,555	1,891,555	751,715.38	105,578.74	155,867.05	983,972.57	48.0%
420 HOUSING SUC AGCY FUND							
50000 SALARIES - REGULAR	6,742	6,742	807.93	491.78	.00	5,934.07	12.0%
51000 CALPERS PENSION NORMAL COST	672	672	80.65	49.04	.00	591.35	12.0%
51010 CALPERS PENSION UAL	1,213	1,213	202.16	101.08	.00	1,010.84	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	7.69	4.68	.00	-7.69	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	2,366	2,366	288.38	175.54	.00	2,077.62	12.2%
51161 VAC/SICK ACCRUAL	146	146	22.70	13.74	.00	123.30	15.5%
51300 WORKERS COMPENSATION	345	345	57.50	28.75	.00	287.50	16.7%
52320 MILEAGE REIMBURSEMENTS	500	500	.00	.00	.00	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 PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	57,675	57,675	1,350.00	1,350.00	21,016.50	35,308.50	38.8%
53220 SERVICES LEGAL SERVICES	31,000	31,000	.00	.00	.33	30,999.67	.0%
53600 HOUSING ASSIST LOAN GRANT	25,000	25,000	.00	.00	375,000.00	-350,000.00	1500.0%
59300 LIABILITY INSURANCE CHGS	541	541	90.16	45.08	.00	450.84	16.7%
TOTAL HOUSING SUC AGCY FUND	128,500	128,500	2,907.17	2,259.69	396,016.83	-270,424.00	310.4%
429 CDC SUCCESSOR AGENCY FUND							

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429	CDC SUCCESSOR AGENCY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	0	0	947.93	947.93	.00	-947.93	100.0%
51000	CALPERS PENSION NORMAL COST	0	0	33.53	33.53	.00	-33.53	100.0%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	3.36	3.36	.00	-3.36	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	118.84	118.84	.00	-118.84	100.0%
51161	VAC/SICK ACCRUAL	0	0	7.28	7.28	.00	-7.28	100.0%
53200	PROF SERVICES - OTHER	20,000	22,600	2,681.73	346.28	27,598.75	-7,680.48	134.0%
53210	SERVICES AUDIT	0	10,000	.00	.00	.00	10,000.00	.0%
53220	SERVICES LEGAL SERVICES	0	0	400.00	400.00	71,850.00	-72,250.00	100.0%
53700	DEVELOPER REIMBURSEMENTS	0	2,405,970	.00	.00	.00	2,405,970.00	.0%
54030	UTILITY EXPENSE- WASTEWATER	0	0	91.68	45.84	.00	-91.68	100.0%
54040	UTILITY EXPENSE WATER	0	0	256.38	126.66	.00	-256.38	100.0%
57500	PRINCIPAL PAYMENTS	2,190,000	2,190,000	2,190,000.00	2,190,000.00	.00	.00	100.0%
57501	LOAN TO PRIVATE OPERATOR	0	1,822,800	303,800.00	151,900.00	.00	1,519,000.00	16.7%
57510	INTEREST & PENALTIES EXPENSE	1,013,301	1,013,301	531,913.25	531,913.25	.00	481,387.75	52.5%
59025	TRANSFERS OUT - INTERFUND	120,000	97,400	.00	.00	.00	97,400.00	.0%
	TOTAL CDC SUCCESSOR AGENCY FUND	3,343,301	7,562,071	3,030,253.98	2,875,842.97	99,448.75	4,432,368.27	41.4%
481 DOWNTOWN IMPROVEMENT DISTRICT								
59600	INDIRECT PRORATED CST CHG	5,040	5,040	840.00	420.00	.00	4,200.00	16.7%
	TOTAL DOWNTOWN IMPROVEMENT DISTRI	5,040	5,040	840.00	420.00	.00	4,200.00	16.7%
500 BOND ASSESSMENT DISTRICTS								
52900	MISC SUPPLIES	4,500	4,500	.00	.00	.00	4,500.00	.0%
53200	PROF SERVICES - OTHER	119,300	119,300	40,512.50	40,512.50	27,997.83	50,789.67	57.4%
53310	COUNTY PROP TAX ADMIN CHG	11,242	11,242	.00	.00	.00	11,242.00	.0%
57500	PRINCIPAL PAYMENTS	3,715,000	3,715,000	3,715,000.00	3,715,000.00	.00	.00	100.0%
57510	INTEREST & PENALTIES EXPENSE	1,427,029	1,427,029	756,755.64	756,755.64	.00	670,273.36	53.0%
59025	TRANSFERS OUT - INTERFUND	57,555	57,555	.00	.00	.00	57,555.00	.0%
59600	INDIRECT PRORATED CST CHG	22,735	22,735	3,789.18	1,894.59	.00	18,945.82	16.7%
	TOTAL BOND ASSESSMENT DISTRICTS	5,357,361	5,357,361	4,516,057.32	4,514,162.73	27,997.83	813,305.85	84.8%
541 DEVELOPER/OTHER DEPOSITS FUND								

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541	DEVELOPER/OTHER DEPOSITS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	0	0	.00	.00	174,283.09	-174,283.09	100.0%
	TOTAL DEVELOPER/OTHER DEPOSITS FU	0	0	.00	.00	174,283.09	-174,283.09	100.0%
542 PAYROLL CLEARING FUND								
50400	VAC SICK COMP BUYBACK	3,254,963	3,254,963	1,218,469.45	130,760.97	.00	2,036,493.55	37.4%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	17,489.44	1,896.04	.00	-17,489.44	100.0%
	TOTAL PAYROLL CLEARING FUND	3,254,963	3,254,963	1,235,958.89	132,657.01	.00	2,019,004.11	38.0%
545 HOUSING AUTHORITY PAYROLL FUND								
50000	SALARIES - REGULAR	4,095,529	4,095,529	407,056.40	241,375.97	.00	3,688,472.60	9.9%
50100	SALARIES - TEMPORARY	0	0	3,412.20	2,081.50	.00	-3,412.20	100.0%
50200	OVERTIME WAGES	0	0	9,706.21	5,372.41	.00	-9,706.21	100.0%
51000	CALPERS PENSION NORMAL COST	408,324	408,324	36,296.42	21,249.65	.00	372,027.58	8.9%
51010	CALPERS PENSION UAL	583,304	583,304	.00	.00	.00	583,304.00	.0%
51030	RETIREMENT ENHANCEMENT PLAN	49,157	49,157	13,696.36	6,788.36	.00	35,460.64	27.9%
51040	EARLY RETIREMENT INCENTIVE	3,516	3,516	3,516.00	3,516.00	.00	.00	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	1,105,039	1,105,039	106,711.92	62,537.25	.00	998,327.08	9.7%
51161	VAC/SICK ACCRUAL	88,668	88,668	9,942.46	5,857.24	.00	78,725.54	11.2%
51210	RETIREE HEALTH INS PLAN	42,093	42,093	7,153.56	842.93	.00	34,939.44	17.0%
51400	AUTO ALLOWANCE	2,520	2,520	193.84	193.84	.00	2,326.16	7.7%
	TOTAL HOUSING AUTHORITY PAYROLL F	6,378,150	6,378,150	597,685.37	349,815.15	.00	5,780,464.63	9.4%
571 CONTRIBUTIONS TRUST FUND								
52310	TRAINING-WORKSHOP-MTGS	19,186	19,186	270.00	.00	.00	18,916.00	1.4%
52620	SUPPLIES OTHER	0	0	8,043.11	.00	4,084.00	-12,127.11	100.0%
53200	PROF SERVICES - OTHER	19,185	19,185	.00	.00	.00	19,185.00	.0%
	TOTAL CONTRIBUTIONS TRUST FUND	38,371	38,371	8,313.11	.00	4,084.00	25,973.89	32.3%
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	7,122,792	7,122,792	749,651.21	457,118.78	.00	6,373,140.79	10.5%
50100	SALARIES - TEMPORARY	60,000	60,000	79.69	79.69	.00	59,920.31	.1%
50200	OVERTIME WAGES	677,500	677,500	59,399.20	39,808.80	.00	618,100.80	8.8%
51000	CALPERS PENSION NORMAL COST	710,142	710,142	66,168.63	39,280.03	.00	643,973.37	9.3%
51010	CALPERS PENSION UAL	955,366	955,366	159,227.68	79,613.84	.00	796,138.32	16.7%
51030	RETIREMENT ENHANCEMENT PLAN	59,964	59,964	18,689.64	9,673.05	.00	41,274.36	31.2%
51040	EARLY RETIREMENT INCENTIVE	3,182	3,182	3,182.00	3,182.00	.00	.00	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	1,843,207	1,843,207	190,947.27	117,845.94	.00	1,652,259.73	10.4%
51161	VAC/SICK ACCRUAL	154,209	154,209	17,938.61	10,893.65	.00	136,270.39	11.6%
51210	RETIREE HEALTH INS PLAN	35,616	35,616	6,940.37	1,258.00	.00	28,675.63	19.5%
51300	WORKERS COMPENSATION	350,176	350,176	58,362.64	29,181.32	.00	291,813.36	16.7%
51400	AUTO ALLOWANCE	1,050	1,050	132.71	80.78	.00	917.29	12.6%
51420	TOOL AND EQUIPMENT ALLOWANCE	1,100	1,100	.00	.00	.00	1,100.00	.0%
51425	TREATMENT CERTIFICAT PAY	0	0	1,478.58	900.00	.00	-1,478.58	100.0%
52000	POSTAGE	10,000	10,000	32,911.37	32,750.24	.00	-22,911.37	329.1%
52100	CHEMICALS	745,000	745,000	29,510.71	14,805.97	914,270.61	-198,781.32	126.7%
52110	REPAIR PARTS	300,000	300,000	.00	.00	120,000.00	180,000.00	40.0%
52200	BROCHURES & PUBLICATIONS	15,000	15,000	.00	.00	179.40	14,820.60	1.2%
52300	UNIFORMS	55,000	55,000	2,592.33	2,000.57	27,410.67	24,997.00	54.6%
52310	TRAINING-WORKSHOP-MTGS	115,000	115,000	8,659.34	5,548.75	36,897.55	69,443.11	39.6%
52330	EDUCATION REIMBURSEMENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
52340	MEMBERSHIPS	35,000	35,000	2,006.33	2,006.33	.00	32,993.67	5.7%
52400	MINOR EQUIPMENT	2,355,250	2,355,250	159,633.76	40,333.02	1,600,990.23	594,626.01	74.8%
52510	PUBLIC OUTREACH	75,000	75,000	.00	.00	29,602.82	45,397.18	39.5%
52610	SUPPLIES SAFETY	45,000	45,000	410.21	410.21	20,089.79	24,500.00	45.6%
52900	MISC SUPPLIES	202,000	202,000	7,537.95	7,345.42	62,493.14	131,968.91	34.7%
53000	SOFTWARE EXPENSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
53010	SERVICES PRINTING BINDING	80,000	80,000	.00	.00	9,790.17	70,209.83	12.2%
53020	INTERNAL PHOTOCOPING COSTS	15,000	15,000	1,558.79	1,181.11	.00	13,441.21	10.4%
53200	PROF SERVICES - OTHER	4,240,000	4,240,000	190,612.76	169,887.91	1,698,891.62	2,350,495.62	44.6%
53220	SERVICES LEGAL SERVICES	950,000	950,000	89,913.35	89,913.35	1,131,090.37	-271,003.72	128.5%
53250	ADVERTISING	20,000	20,000	6,840.00	6,840.00	.00	13,160.00	34.2%
53260	LEGAL ADVOCACY	25,000	25,000	2,006.00	266.00	22,074.00	920.00	96.3%
53400	PROFESSIONAL SERVICES - HR	5,000	5,000	.00	.00	.00	5,000.00	.0%
53420	TEST MONITOR COMPLIANCE	350,000	350,000	19,239.20	14,880.20	518,314.45	-187,553.65	153.6%
54010	UTILITY EXPENSE-ELECTRIC	500,000	500,000	107,757.08	45,534.10	.00	392,242.92	21.6%
54020	UTILITY EXPENSE - GAS	5,500	5,500	179.58	43.42	.00	5,320.42	3.3%
54030	UTILITY EXPENSE- WASTEWATER	1,044,500	1,044,500	109,984.01	77,942.46	.00	934,515.99	10.5%
54040	UTILITY EXPENSE WATER	81,000	81,000	12,838.71	6,626.67	.00	68,161.29	15.9%
54050	UTIL EXP REFUSE AND DISPOSE	19,000	19,000	2,476.41	852.69	.00	16,523.59	13.0%
54080	TELEPHONE CHGS	50,000	50,000	5,578.43	2,783.42	.00	44,421.57	11.2%
54090	UNLEADED FUEL	15,000	15,000	.00	.00	37,500.00	-22,500.00	250.0%
54100	WATER PURCHASES	27,000,000	27,000,000	2,369,136.77	2,369,136.77	.00	24,630,863.23	8.8%
54355	UTILITY RATE ASSIST CREDIT	86,000	86,000	40,130.00	20,790.00	.00	45,870.00	46.7%

YEAR-TO-DATE BUDGET REPORT
EXPENSE - AUGUST 2025 (PRELIMINARY)

FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
55010 BUILDING MAINT & REPAIR	225,000	225,000	.00	.00	.00	225,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	1,175,000	1,175,000	.00	.00	31,496.69	1,143,503.31	2.7%
57000 RENTALS & LEASES	515,000	515,000	112,730.37	42,979.35	382,596.75	19,672.88	96.2%
57110 TAXES AND FILING FEES	280,000	280,000	13,630.00	13,630.00	.00	266,370.00	4.9%
57200 BAD DEBT EXPENSE	0	0	-15,473.86	.00	.00	15,473.86	100.0%
57500 PRINCIPAL PAYMENTS	6,035,276	6,035,276	.00	.00	.00	6,035,276.00	.0%
57510 INTEREST & PENALTIES EXPENSE	8,265,350	8,265,350	.00	.00	.00	8,265,350.00	.0%
59000 TRANSFERS OUT (LABOR)	32,000	32,000	.00	.00	.00	32,000.00	.0%
59100 CUSTOMER BILLING CHARGES	1,062,115	1,062,115	177,019.16	88,509.58	.00	885,095.84	16.7%
59200 IT & DATA PROCESSING CHGS	906,278	906,278	151,046.34	75,523.17	.00	755,231.66	16.7%
59300 LIABILITY INSURANCE CHGS	567,567	567,567	94,594.50	47,297.25	.00	472,972.50	16.7%
59400 TELEPHONE CHGS HIPC	72,500	72,500	12,083.32	6,041.66	.00	60,416.68	16.7%
59500 FLEET EQUIP MAINT ISF CHG	460,257	460,257	48,134.56	24,208.79	.00	412,122.44	10.5%
59600 INDIRECT PRORATED CST CHG	1,553,061	1,553,061	258,843.48	129,421.74	.00	1,294,217.52	16.7%
59700 FACILITY CHG MAINTENANCE	246,353	246,353	41,058.84	20,529.42	.00	205,294.16	16.7%
59800 TRANSFERS OUT - CIP	2,300,000	2,400,000	.00	.00	.00	2,400,000.00	.0%
59900 TRANSFERS OUT - DEBT	28,365	28,365	.00	.00	.00	28,365.00	.0%
60300 INTERFUND ADVANCE OFFSET	0	0	153,455.53	.00	.00	-153,455.53	100.0%
TOTAL WATER OPERATING FUND	74,146,676	74,246,676	5,580,833.56	4,148,935.45	6,643,688.26	62,022,154.18	16.5%
602 WATER CIP FUND							
53200 PROF SERVICES - OTHER	0	0	501.29	501.29	2,991,778.48	-2,992,279.77	100.0%
53270 CONSTRUCTION SERVICES	750,000	750,000	.00	.00	4,105,550.26	-3,355,550.26	547.4%
56050 CAPEX - INFRASTRUCTURE	2,000,000	2,000,000	.00	.00	.00	2,000,000.00	.0%
TOTAL WATER CIP FUND	2,750,000	2,750,000	501.29	501.29	7,097,328.74	-4,347,830.03	258.1%
603 WATER DEVLPMT IMPACT FEES FUND							
59600 INDIRECT PRORATED CST CHG	18,521	18,521	3,086.84	1,543.42	.00	15,434.16	16.7%
TOTAL WATER DEVLPMT IMPACT FEES F	18,521	18,521	3,086.84	1,543.42	.00	15,434.16	16.7%
605 WATER CAP FACILITY FUND							
53700 DEVELOPER REIMBURSEMENTS	250,000	250,000	.00	.00	.00	250,000.00	.0%

YEAR-TO-DATE BUDGET REPORT

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FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59600 INDIRECT PRORATED CST CHG	2,211	2,211	368.50	184.25	.00	1,842.50	16.7%
TOTAL WATER CAP FACILITY FUND	252,211	252,211	368.50	184.25	.00	251,842.50	.1%
606 WATER RESOURCE FEE FUND							
59600 INDIRECT PRORATED CST CHG	1,557	1,557	259.50	129.75	.00	1,297.50	16.7%
59800 TRANSFERS OUT - CIP	750,000	750,000	.00	.00	.00	750,000.00	.0%
TOTAL WATER RESOURCE FEE FUND	751,557	751,557	259.50	129.75	.00	751,297.50	.0%
608 WATER SECURITY-CONT PREV FUND							
50000 SALARIES - REGULAR	0	0	3,568.33	.00	.00	-3,568.33	100.0%
51000 CALPERS PENSION NORMAL COST	0	0	360.99	.00	.00	-360.99	100.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	482.79	.00	.00	-482.79	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	885.47	.00	.00	-885.47	100.0%
51161 VAC/SICK ACCRUAL	0	0	30.36	.00	.00	-30.36	100.0%
53200 PROF SERVICES - OTHER	0	0	.00	.00	21,882.32	-21,882.32	100.0%
53420 TEST MONITOR COMPLIANCE	0	0	.00	.00	10,970.38	-10,970.38	100.0%
57200 BAD DEBT EXPENSE	0	0	-431.00	.00	.00	431.00	100.0%
TOTAL WATER SECURITY-CONT PREV FU	0	0	4,896.94	.00	32,852.70	-37,749.64	100.0%
611 WASTEWATER OPERATING FUND							
50000 SALARIES - REGULAR	8,347,666	8,347,666	769,463.06	462,651.04	.00	7,578,202.94	9.2%
50100 SALARIES - TEMPORARY	280,000	280,000	24,136.28	13,459.79	.00	255,863.72	8.6%
50200 OVERTIME WAGES	497,500	497,500	43,245.93	24,667.54	.00	454,254.07	8.7%
51000 CALPERS PENSION NORMAL COST	832,263	832,263	64,276.79	37,823.67	.00	767,986.21	7.7%
51010 CALPERS PENSION UAL	1,061,112	1,061,112	176,852.02	88,426.01	.00	884,259.98	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	95,211	95,211	19,932.32	10,088.48	.00	75,278.68	20.9%
51160 CITY PAID EMPLOYEE BENEFITS	2,094,419	2,094,419	183,837.39	110,886.05	.00	1,910,581.61	8.8%
51161 VAC/SICK ACCRUAL	180,727	180,727	18,691.56	11,180.25	.00	162,035.44	10.3%
51210 RETIREE HEALTH INS PLAN	59,575	59,575	11,021.19	1,746.54	.00	48,553.81	18.5%
51300 WORKERS COMPENSATION	400,240	400,240	66,706.68	33,353.34	.00	333,533.32	16.7%
51400 AUTO ALLOWANCE	1,050	1,050	132.71	80.78	.00	917.29	12.6%
51425 TREATMENT CERTIFICAT PAY	0	0	423.49	230.63	.00	-423.49	100.0%

YEAR-TO-DATE BUDGET REPORT
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FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52000 POSTAGE	5,500	5,500	791.75	57.32	.00	4,708.25	14.4%
52100 CHEMICALS	2,000,000	2,000,000	291,996.69	221,933.32	2,243,925.44	-535,922.13	126.8%
52110 REPAIR PARTS	22,500	22,500	.00	.00	.00	22,500.00	.0%
52200 BROCHURES & PUBLICATIONS	3,000	3,000	.00	.00	.00	3,000.00	.0%
52300 UNIFORMS	44,000	44,000	2,160.95	1,724.36	56,887.67	-15,048.62	134.2%
52310 TRAINING-WORKSHOP-MTGS	81,000	81,000	4,733.33	1,505.00	85,000.00	-8,733.33	110.8%
52330 EDUCATION REIMBURSEMENT	10,000	10,000	.00	.00	.00	10,000.00	.0%
52340 MEMBERSHIPS	57,000	57,000	1,397.00	1,237.00	.00	55,603.00	2.5%
52400 MINOR EQUIPMENT	1,717,000	1,717,000	47,387.35	38,483.14	790,603.36	879,009.29	48.8%
52610 SUPPLIES SAFETY	95,000	95,000	1,903.23	2,404.60	20,345.40	72,751.37	23.4%
52900 MISC SUPPLIES	56,500	56,500	1,665.24	1,560.25	125,059.97	-70,225.21	224.3%
53000 SOFTWARE EXPENSE	65,000	65,000	11,858.34	10,718.06	41,454.61	11,687.05	82.0%
53010 SERVICES PRINTING BINDING	6,500	6,500	125.65	125.65	1,374.35	5,000.00	23.1%
53020 INTERNAL PHOTOCOPING COSTS	10,000	10,000	605.42	605.42	.00	9,394.58	6.1%
53110 SERVICES MEDICAL	4,500	4,500	95.00	.00	.00	4,405.00	2.1%
53200 PROF SERVICES - OTHER	3,783,000	3,783,000	202,543.45	197,364.97	1,158,257.93	2,422,198.62	36.0%
53220 SERVICES LEGAL SERVICES	0	0	.00	.00	13,349.50	-13,349.50	100.0%
53250 ADVERTISING	5,000	5,000	550.00	.00	.00	4,450.00	11.0%
53260 LEGAL ADVOCACY	45,000	45,000	962.00	266.00	10,590.00	33,448.00	25.7%
53420 TEST MONITOR COMPLIANCE	385,000	385,000	4,083.50	4,083.50	131,002.26	249,914.24	35.1%
54010 UTILITY EXPENSE-ELECTRIC	1,840,000	1,840,000	336,230.40	179,366.03	.00	1,503,769.60	18.3%
54020 UTILITY EXPENSE - GAS	200,000	200,000	227.97	.00	209,505.94	-9,733.91	104.9%
54030 UTILITY EXPENSE- WASTEWATER	15,000	15,000	2,112.95	1,132.05	.00	12,887.05	14.1%
54040 UTILITY EXPENSE WATER	160,000	160,000	34,710.90	18,837.71	.00	125,289.10	21.7%
54050 UTIL EXP REFUSE AND DISPOSE	2,000,000	2,000,000	141,923.06	138,887.69	2,146,434.98	-288,358.04	114.4%
54080 TELEPHONE CHGS	70,000	70,000	9,485.96	4,734.32	.00	60,514.04	13.6%
54090 UNLEADED FUEL	140,000	140,000	.00	.00	466,806.57	-326,806.57	333.4%
54355 UTILITY RATE ASSIST CREDIT	75,000	75,000	.00	.00	.00	75,000.00	.0%
55030 VEHICLE MAINTENANCE	111,000	111,000	-456.11	-456.11	83,267.70	28,188.41	74.6%
56040 CAPEX - MACHINERY/EQUIP	1,370,000	1,370,000	.00	.00	390,784.15	979,215.85	28.5%
57000 RENTALS & LEASES	510,000	510,000	52,412.10	52,412.10	268,599.71	188,988.19	62.9%
57110 TAXES AND FILING FEES	310,500	310,500	27,155.61	12,290.21	.00	283,344.39	8.7%
57200 BAD DEBT EXPENSE	50,000	50,000	-9,309.59	.00	.00	59,309.59	-18.6%
57500 PRINCIPAL PAYMENTS	6,120,000	6,120,000	.00	.00	.00	6,120,000.00	.0%
57510 INTEREST & PENALTIES EXPENSE	3,311,500	3,311,500	.00	.00	.00	3,311,500.00	.0%
59100 CUSTOMER BILLING CHARGES	950,481	950,481	158,413.50	79,206.75	.00	792,067.50	16.7%
59200 IT & DATA PROCESSING CHGS	1,006,592	1,006,592	167,765.34	83,882.67	.00	838,826.66	16.7%
59300 LIABILITY INSURANCE CHGS	545,340	545,340	90,889.98	45,444.99	.00	454,450.02	16.7%
59400 TELEPHONE CHGS HIPC	48,490	48,490	8,081.66	4,040.83	.00	40,408.34	16.7%
59500 FLEET EQUIP MAINT ISF CHG	48,113	48,113	1,496.11	603.98	.00	46,616.89	3.1%
59600 INDIRECT PRORATED CST CHG	1,223,966	1,223,966	203,994.34	101,997.17	.00	1,019,971.66	16.7%
59700 FACILITY CHG MAINTENANCE	29,393	29,393	4,898.84	2,449.42	.00	24,494.16	16.7%
59800 TRANSFERS OUT - CIP	31,274,145	31,374,145	.00	.00	.00	31,374,145.00	.0%
59900 TRANSFERS OUT - DEBT	32,191	32,191	.00	.00	.00	32,191.00	.0%

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FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WASTEWATER OPERATING FUND	73,686,974	73,786,974	3,181,611.34	2,001,492.52	8,243,249.54	62,362,113.12	15.5%
612 WASTEWATER CIP FUND							
53200 PROF SERVICES - OTHER	1,500,000	1,500,000	-2,723.53	-3,223.53	3,444,675.96	-1,941,952.43	229.5%
53270 CONSTRUCTION SERVICES	38,324,145	38,324,145	931,983.80	931,983.80	20,119,055.21	17,273,105.99	54.9%
56050 CAPEX - INFRASTRUCTURE	3,800,000	3,800,000	244,400.00	244,400.00	2,611,600.00	944,000.00	75.2%
TOTAL WASTEWATER CIP FUND	43,624,145	43,624,145	1,173,660.27	1,173,160.27	26,175,331.17	16,275,153.56	62.7%
613 WASTEWATER CONNECTION FEE FUND							
53700 DEVELOPER REIMBURSEMENTS	1,100,000	1,100,000	.00	.00	.00	1,100,000.00	.0%
59600 INDIRECT PRORATED CST CHG	15,492	15,492	2,582.00	1,291.00	.00	12,910.00	16.7%
59800 TRANSFERS OUT - CIP	12,650,000	12,650,000	.00	.00	.00	12,650,000.00	.0%
TOTAL WASTEWATER CONNECTION FEE F	13,765,492	13,765,492	2,582.00	1,291.00	.00	13,762,910.00	.0%
631 SOLID WASTE OPERATING FUND							
50000 SALARIES - REGULAR	14,049,735	14,049,735	1,588,337.68	957,567.82	.00	12,461,397.32	11.3%
50100 SALARIES - TEMPORARY	56,461	56,461	24,236.40	14,402.14	.00	32,224.60	42.9%
50200 OVERTIME WAGES	3,203,712	3,203,712	450,097.11	274,527.72	.00	2,753,614.89	14.0%
51000 CALPERS PENSION NORMAL COST	1,400,758	1,400,758	151,949.37	90,723.19	.00	1,248,808.63	10.8%
51010 CALPERS PENSION UAL	2,290,418	2,290,418	381,736.34	190,868.17	.00	1,908,681.66	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	133,350	133,350	38,889.51	19,733.70	.00	94,460.49	29.2%
51040 EARLY RETIREMENT INCENTIVE	24,865	24,865	24,865.05	24,865.05	.00	-.05	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	4,329,579	4,329,579	485,192.16	294,290.32	.00	3,844,386.84	11.2%
51161 VAC/SICK ACCRUAL	304,178	304,178	39,179.92	23,531.51	.00	264,998.08	12.9%
51210 RETIREE HEALTH INS PLAN	60,224	60,224	10,754.26	1,497.20	.00	49,469.74	17.9%
51300 WORKERS COMPENSATION	461,362	461,362	76,893.68	38,446.84	.00	384,468.32	16.7%
51400 AUTO ALLOWANCE	1,050	1,050	132.71	80.78	.00	917.29	12.6%
51420 TOOL AND EQUIPMENT ALLOWANCE	20,900	20,900	.00	.00	.00	20,900.00	.0%
52000 POSTAGE	13,000	13,000	1,996.06	147.39	.00	11,003.94	15.4%
52110 REPAIR PARTS	190,000	190,000	.00	.00	83,904.89	106,095.11	44.2%
52200 BROCHURES & PUBLICATIONS	495	495	.00	.00	.00	495.00	.0%
52300 UNIFORMS	200,000	200,000	11,847.53	11,847.53	131,060.55	57,091.92	71.5%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	1,760.00	.00	20,000.00	8,240.00	72.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52330 EDUCATION REIMBURSEMENT	6,500	6,500	.00	.00	.00	6,500.00	.0%
52340 MEMBERSHIPS	10,000	10,000	1,210.00	.00	.00	8,790.00	12.1%
52400 MINOR EQUIPMENT	1,433,445	1,433,445	5,009.42	4,982.12	772,440.87	655,994.71	54.2%
52510 PUBLIC OUTREACH	7,000	7,000	.00	.00	.00	7,000.00	.0%
52610 SUPPLIES SAFETY	84,000	84,000	262.20	262.20	61,000.00	22,737.80	72.9%
52900 MISC SUPPLIES	37,000	37,000	2,443.00	2,443.00	19,557.00	15,000.00	59.5%
53020 INTERNAL PHOTOCOPING COSTS	6,691	6,691	1,225.85	1,225.85	.00	5,465.15	18.3%
53200 PROF SERVICES - OTHER	1,797,812	1,647,812	83,452.30	78,154.86	1,241,154.92	323,204.78	80.4%
53250 ADVERTISING	89,500	89,500	.00	.00	35,995.00	53,505.00	40.2%
53260 LEGAL ADVOCACY	15,000	15,000	964.00	268.00	10,588.00	3,448.00	77.0%
53500 BANK CHARGES	37,180	37,180	.00	.00	50,000.00	-12,820.00	134.5%
54010 UTILITY EXPENSE-ELECTRIC	160,000	160,000	29,183.44	13,818.24	.00	130,816.56	18.2%
54020 UTILITY EXPENSE - GAS	2,600	2,600	40.89	.00	.00	2,559.11	1.6%
54030 UTILITY EXPENSE- WASTEWATER	2,000	2,000	352.87	131.78	.00	1,647.13	17.6%
54040 UTILITY EXPENSE WATER	18,000	18,000	2,778.93	1,576.85	.00	15,221.07	15.4%
54050 UTIL EXP REFUSE AND DISPOSE	10,750,000	10,750,000	828,984.36	828,984.36	10,447,113.12	-526,097.48	104.9%
54080 TELEPHONE CHGS	55,000	55,000	4,545.32	2,265.47	.00	50,454.68	8.3%
54090 UNLEADED FUEL	245,000	245,000	23,782.11	23,782.11	374,097.80	-152,879.91	162.4%
54200 RECYCLES BUY BACK	1,100,000	1,100,000	15,423.75	9,640.65	10,000.00	1,074,576.25	2.3%
54300 GREENWASTE PROCESSING	1,400,000	1,400,000	53,299.92	53,299.92	1,709,989.89	-363,289.81	125.9%
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	.00	.00	.00	1,500,000.00	.0%
55010 BUILDING MAINT & REPAIR	150,000	150,000	.00	.00	5,000.00	145,000.00	3.3%
55030 VEHICLE MAINTENANCE	250,000	250,000	16,278.45	16,278.45	282,055.76	-48,334.21	119.3%
56030 CAPEX - VEHICLES	1,046,815	1,046,815	.00	.00	.00	1,046,815.00	.0%
56040 CAPEX - MACHINERY/EQUIP	764,250	764,250	.00	.00	185,000.00	579,250.00	24.2%
57000 RENTALS & LEASES	1,226,541	1,376,541	54,456.82	50,331.77	1,385,478.35	-63,394.17	104.6%
57110 TAXES AND FILING FEES	75,000	75,000	10,225.84	6,063.84	.00	64,774.16	13.6%
57200 BAD DEBT EXPENSE	30,000	30,000	-16,407.91	.00	.00	46,407.91	-54.7%
57500 PRINCIPAL PAYMENTS	2,001,650	2,001,650	260,274.42	260,274.42	.00	1,741,375.58	13.0%
57510 INTEREST & PENALTIES EXPENSE	101,800	101,800	22,855.90	22,855.90	.00	78,944.10	22.5%
59000 TRANSFERS OUT (LABOR)	20,000	20,000	.00	.00	.00	20,000.00	.0%
59010 INFRASTRUCTURE USE FEE	2,048,468	2,048,468	.00	.00	.00	2,048,468.00	.0%
59100 CUSTOMER BILLING CHARGES	1,176,939	1,176,939	196,156.50	98,078.25	.00	980,782.50	16.7%
59200 IT & DATA PROCESSING CHGS	2,161,241	2,161,241	360,206.82	180,103.41	.00	1,801,034.18	16.7%
59300 LIABILITY INSURANCE CHGS	889,562	889,562	148,260.36	74,130.18	.00	741,301.64	16.7%
59400 TELEPHONE CHGS HIPC	57,579	57,579	9,596.50	4,798.25	.00	47,982.50	16.7%
59500 FLEET EQUIP MAINT ISF CHG	4,246,983	4,246,983	481,581.53	273,304.56	.00	3,765,401.47	11.3%
59600 INDIRECT PRORATED CST CHG	1,951,914	1,951,914	325,318.98	162,659.49	.00	1,626,595.02	16.7%
59700 FACILITY CHG MAINTENANCE	166,747	166,747	27,791.18	13,895.59	.00	138,955.82	16.7%
59800 TRANSFERS OUT - CIP	5,460,000	5,460,000	.00	.00	.00	5,460,000.00	.0%
59900 TRANSFERS OUT - DEBT	81,047	81,047	.00	.00	.00	81,047.00	.0%
TOTAL SOLID WASTE OPERATING FUND	69,513,851	69,513,851	6,237,421.53	4,126,138.88	16,824,436.15	46,451,993.32	33.2%

632 SOLID WASTE CIP FUND

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632	SOLID WASTE CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	4,710,000	4,710,000	.00	.00	.00	4,710,000.00	.0%
53270	CONSTRUCTION SERVICES	750,000	750,000	.00	.00	1,067,693.74	-317,693.74	142.4%
	TOTAL SOLID WASTE CIP FUND	5,460,000	5,460,000	.00	.00	1,067,693.74	4,392,306.26	19.6%
638 SOLID WASTE SEC - CONT PREV FU								
53200	PROF SERVICES - OTHER	220,000	220,000	32,913.81	32,913.81	167,165.17	19,921.02	90.9%
	TOTAL SOLID WASTE SEC - CONT PREV	220,000	220,000	32,913.81	32,913.81	167,165.17	19,921.02	90.9%
641 PERFORMING ARTS CENTER FUND								
54010	UTILITY EXPENSE-ELECTRIC	74,160	74,160	2,421.31	1,047.71	.00	71,738.69	3.3%
54020	UTILITY EXPENSE - GAS	8,000	8,000	449.42	.00	.00	7,550.58	5.6%
54030	UTILITY EXPENSE- WASTEWATER	4,726	4,726	634.15	610.38	.00	4,091.85	13.4%
54040	UTILITY EXPENSE WATER	10,808	10,808	2,440.28	1,660.46	.00	8,367.72	22.6%
54050	UTIL EXP REFUSE AND DISPOSE	21,977	21,977	6,503.89	3,553.72	.00	15,473.11	29.6%
54060	OTHER UTILITIES	11,969	11,969	.00	.00	.00	11,969.00	.0%
55010	BUILDING MAINT & REPAIR	123,600	123,600	1,899.38	.00	.00	121,700.62	1.5%
57110	TAXES AND FILING FEES	200	200	.00	.00	.00	200.00	.0%
59400	TELEPHONE CHGS HIPC	9,137	9,137	1,522.84	761.42	.00	7,614.16	16.7%
59600	INDIRECT PRORATED CST CHG	6,762	6,762	1,127.00	563.50	.00	5,635.00	16.7%
	TOTAL PERFORMING ARTS CENTER FUND	271,339	271,339	16,998.27	8,197.19	.00	254,340.73	6.3%
651 GOLF COURSE OPERATING FUND								
50000	SALARIES - REGULAR	28,672	28,672	2,692.96	1,639.20	.00	25,979.04	9.4%
51000	CALPERS PENSION NORMAL COST	2,859	2,859	-268.78	-163.42	.00	3,127.78	-9.4%
51010	CALPERS PENSION UAL	1,819	1,819	303.16	151.58	.00	1,515.84	16.7%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	26.94	16.40	.00	-26.94	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	4,646	4,646	363.43	221.22	.00	4,282.57	7.8%
51161	VAC/SICK ACCRUAL	621	621	63.75	38.58	.00	557.25	10.3%
51210	RETIREE HEALTH INS PLAN	0	0	26.94	16.40	.00	-26.94	100.0%
51300	WORKERS COMPENSATION	1,409	1,409	234.84	117.42	.00	1,174.16	16.7%
52400	MINOR EQUIPMENT	347,800	347,800	.00	.00	347,800.00	.00	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53020 INTERNAL PHOTOCOPING COSTS	0	0	67.27	67.27	.00	-67.27	100.0%
53200 PROF SERVICES - OTHER	4,750,687	4,750,687	966,680.16	.00	3,677,264.68	106,742.16	97.8%
53210 SERVICES AUDIT	31,485	31,485	.00	.00	.00	31,485.00	.0%
53500 BANK CHARGES	165,056	165,056	.00	.00	.00	165,056.00	.0%
54010 UTILITY EXPENSE-ELECTRIC	234,000	234,000	.00	.00	234,000.00	.00	100.0%
54040 UTILITY EXPENSE WATER	430,000	430,000	.00	.00	430,000.00	.00	100.0%
54050 UTIL EXP REFUSE AND DISPOSE	15,000	15,000	.00	.00	15,000.00	.00	100.0%
54070 INTERNET CHARGES	12,894	12,894	.00	.00	12,894.00	.00	100.0%
54080 TELEPHONE CHGS	8,800	8,800	.00	.00	8,800.00	.00	100.0%
55030 VEHICLE MAINTENANCE	35,052	35,052	.00	.00	.00	35,052.00	.0%
57110 TAXES AND FILING FEES	24,502	24,502	.00	.00	.00	24,502.00	.0%
57500 PRINCIPAL PAYMENTS	153,456	153,456	153,455.50	.00	.00	.50	100.0%
57510 INTEREST & PENALTIES EXPENSE	5,885	5,885	5,884.53	.00	.00	.47	100.0%
58100 GENERAL LIABILITY INSURANCE	126,000	126,000	.00	.00	126,000.00	.00	100.0%
59200 IT & DATA PROCESSING CHGS	1,726	1,726	287.66	143.83	.00	1,438.34	16.7%
59300 LIABILITY INSURANCE CHGS	2,123	2,123	353.84	176.92	.00	1,769.16	16.7%
59400 TELEPHONE CHGS HIPC	13,436	13,436	2,239.34	1,119.67	.00	11,196.66	16.7%
59600 INDIRECT PRORATED CST CHG	58,968	58,968	9,828.00	4,914.00	.00	49,140.00	16.7%
60300 INTERFUND ADVANCE OFFSET	0	0	-153,455.50	.00	.00	153,455.50	100.0%
TOTAL GOLF COURSE OPERATING FUND	6,456,896	6,456,896	988,784.04	8,459.07	4,851,758.68	616,353.28	90.5%
652 GOLF COURSE CIP FUND							
56010 CAPEX - BUILDINGS	0	0	.00	.00	768,019.15	-768,019.15	100.0%
TOTAL GOLF COURSE CIP FUND	0	0	.00	.00	768,019.15	-768,019.15	100.0%
701 PUBLIC LIAB & PROP INSUR ISF							
50000 SALARIES - REGULAR	186,198	186,198	19,897.99	12,111.88	.00	166,300.01	10.7%
51000 CALPERS PENSION NORMAL COST	18,564	18,564	1,614.57	836.04	.00	16,949.43	8.7%
51010 CALPERS PENSION UAL	18,796	18,796	3,132.66	1,566.33	.00	15,663.34	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	4,091	4,091	249.34	151.76	.00	3,841.66	6.1%
51160 CITY PAID EMPLOYEE BENEFITS	39,345	39,345	3,739.95	2,276.50	.00	35,605.05	9.5%
51161 VAC/SICK ACCRUAL	4,031	4,031	455.87	275.88	.00	3,575.13	11.3%
51210 RETIREE HEALTH INS PLAN	0	0	103.47	62.98	.00	-103.47	100.0%
51300 WORKERS COMPENSATION	6,239	6,239	1,039.84	519.92	.00	5,199.16	16.7%
51400 AUTO ALLOWANCE	210	210	26.55	16.16	.00	183.45	12.6%
52000 POSTAGE	33	33	.00	.00	.00	33.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52200 BROCHURES & PUBLICATIONS	275	275	.00	.00	.00	275.00	.0%
52310 TRAINING-WORKSHOP-MTGS	500	500	.00	.00	.00	500.00	.0%
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	88,980.10	62,940.60	190,586.81	-9,566.91	103.5%
53220 SERVICES LEGAL SERVICES	15,113	15,113	1,755.00	1,755.00	760.00	12,598.00	16.6%
58050 LOSS CONTROL ACTIVITIES	110,000	110,000	.00	.00	.00	110,000.00	.0%
58200 PHYSICAL DMG INS NON AUTO	2,000,000	2,000,000	1,771,627.00	.00	.00	228,373.00	88.6%
58300 EXCESS LIABILITY INS	4,586,000	4,586,000	4,040,706.00	.00	.00	545,294.00	88.1%
58400 LIABILITY CLAIMS EXPENSE	5,135,346	5,135,346	1,490,209.64	819,646.48	.00	3,645,136.36	29.0%
58500 WORKERS COMP CLAIMS	4,324	4,324	.00	.00	.00	4,324.00	.0%
59200 IT & DATA PROCESSING CHGS	17,831	17,831	2,971.84	1,485.92	.00	14,859.16	16.7%
59300 LIABILITY INSURANCE CHGS	17,248	17,248	2,874.66	1,437.33	.00	14,373.34	16.7%
59400 TELEPHONE CHGS HIPC	1,480	1,480	246.66	123.33	.00	1,233.34	16.7%
59600 INDIRECT PRORATED CST CHG	175,883	175,883	29,313.84	14,656.92	.00	146,569.16	16.7%
TOTAL PUBLIC LIAB & PROP INSUR IS	12,613,432	12,613,432	7,458,944.98	919,863.03	191,346.81	4,963,140.21	60.7%

702 WORKERS COMP INSUR ISF

50000 SALARIES - REGULAR	478,846	478,846	45,681.85	31,260.33	.00	433,164.15	9.5%
51000 CALPERS PENSION NORMAL COST	47,741	47,741	4,261.42	2,819.44	.00	43,479.58	8.9%
51010 CALPERS PENSION UAL	47,901	47,901	7,983.50	3,991.75	.00	39,917.50	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	3,273	3,273	508.28	343.92	.00	2,764.72	15.5%
51160 CITY PAID EMPLOYEE BENEFITS	85,348	85,348	8,866.23	6,162.12	.00	76,481.77	10.4%
51161 VAC/SICK ACCRUAL	10,367	10,367	1,042.97	718.80	.00	9,324.03	10.1%
51210 RETIREE HEALTH INS PLAN	1,944	1,944	716.96	311.60	.00	1,227.04	36.9%
51300 WORKERS COMPENSATION	15,466	15,466	2,577.66	1,288.83	.00	12,888.34	16.7%
51400 AUTO ALLOWANCE	210	210	26.55	16.16	.00	183.45	12.6%
52400 MINOR EQUIPMENT	65	65	.00	.00	.00	65.00	.0%
52900 MISC SUPPLIES	950	950	.00	.00	.00	950.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	200	200	.00	.00	.00	200.00	.0%
53200 PROF SERVICES - OTHER	360,000	360,000	.00	.00	389,989.44	-29,989.44	108.3%
54080 TELEPHONE CHGS	0	0	184.28	92.14	.00	-184.28	100.0%
57110 TAXES AND FILING FEES	475,000	475,000	.00	.00	.00	475,000.00	.0%
58050 LOSS CONTROL ACTIVITIES	175,000	175,000	16,164.83	6,844.73	57,627.38	101,207.79	42.2%
58300 EXCESS LIABILITY INS	800,000	800,000	723,238.00	.00	.00	76,762.00	90.4%
58500 WORKERS COMP CLAIMS	7,219,457	7,219,457	900,681.75	460,402.35	49,345.00	6,269,430.25	13.2%
59200 IT & DATA PROCESSING CHGS	45,440	45,440	7,573.34	3,786.67	.00	37,866.66	16.7%
59300 LIABILITY INSURANCE CHGS	42,758	42,758	7,126.34	3,563.17	.00	35,631.66	16.7%

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59400 TELEPHONE CHGS HIPC	987	987	164.50	82.25	.00	822.50	16.7%
59600 INDIRECT PRORATED CST CHG	168,226	168,226	28,037.66	14,018.83	.00	140,188.34	16.7%
TOTAL WORKERS COMP INSUR ISF	9,979,179	9,979,179	1,754,836.12	535,703.09	496,961.82	7,727,381.06	22.6%
725 CUSTOMER BILLING OPS ISF							
50000 SALARIES - REGULAR	1,104,824	1,104,824	118,430.95	72,128.50	.00	986,393.05	10.7%
50100 SALARIES - TEMPORARY	0	0	4,963.51	2,748.93	.00	-4,963.51	100.0%
50200 OVERTIME WAGES	0	0	117.23	117.23	.00	-117.23	100.0%
51000 CALPERS PENSION NORMAL COST	110,151	110,151	8,558.95	5,207.92	.00	101,592.05	7.8%
51010 CALPERS PENSION UAL	168,504	168,504	28,084.00	14,042.00	.00	140,420.00	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	2,661	2,661	2,545.62	1,431.51	.00	115.38	95.7%
51160 CITY PAID EMPLOYEE BENEFITS	297,235	297,235	27,884.02	16,970.00	.00	269,350.98	9.4%
51161 VAC/SICK ACCRUAL	23,920	23,920	2,805.95	1,699.00	.00	21,114.05	11.7%
51210 RETIREE HEALTH INS PLAN	7,124	7,124	1,450.01	290.74	.00	5,673.99	20.4%
51300 WORKERS COMPENSATION	38,031	38,031	6,338.50	3,169.25	.00	31,692.50	16.7%
52000 POSTAGE	328,208	328,208	26,610.10	26,601.77	306,820.74	-5,222.84	101.6%
52310 TRAINING-WORKSHOP-MTGS	1,000	1,000	.00	.00	.00	1,000.00	.0%
52330 EDUCATION REIMBURSEMENT	2,000	2,000	.00	.00	.00	2,000.00	.0%
52620 SUPPLIES OTHER	165	165	.00	.00	.00	165.00	.0%
52900 MISC SUPPLIES	6,000	6,000	332.71	332.71	5,087.29	580.00	90.3%
53010 SERVICES PRINTING BINDING	74,258	74,258	6,452.37	6,452.37	76,255.48	-8,449.85	111.4%
53020 INTERNAL PHOTOCOPING COSTS	4,815	4,815	546.84	546.84	337.80	3,930.36	18.4%
53200 PROF SERVICES - OTHER	68,959	68,959	.00	.00	26,641.85	42,317.15	38.6%
53500 BANK CHARGES	462,164	462,164	.00	.00	264,704.50	197,459.50	57.3%
54080 TELEPHONE CHGS	551	551	83.34	41.67	.00	467.66	15.1%
55020 EQUIPMENT MAINTENANCE	2,982	2,982	.00	.00	.00	2,982.00	.0%
57300 LEASE PMT CAP GROWTH FEES	28,391	28,391	.00	.00	.00	28,391.00	.0%
59200 IT & DATA PROCESSING CHGS	159,847	159,847	26,641.18	13,320.59	.00	133,205.82	16.7%
59300 LIABILITY INSURANCE CHGS	105,138	105,138	17,523.00	8,761.50	.00	87,615.00	16.7%
59400 TELEPHONE CHGS HIPC	9,387	9,387	1,564.50	782.25	.00	7,822.50	16.7%
59600 INDIRECT PRORATED CST CHG	178,110	178,110	29,685.00	14,842.50	.00	148,425.00	16.7%
59700 FACILITY CHG MAINTENANCE	60,379	60,379	10,063.16	5,031.58	.00	50,315.84	16.7%
TOTAL CUSTOMER BILLING OPS ISF	3,244,804	3,244,804	320,680.94	194,518.86	679,847.66	2,244,275.40	30.8%
731 INFORMATION TECHNOLOGY ISF							
50000 SALARIES - REGULAR	5,230,441	5,230,441	502,305.86	308,683.01	.00	4,728,135.14	9.6%

YEAR-TO-DATE BUDGET REPORT
EXPENSE - AUGUST 2025 (PRELIMINARY)

FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50100 SALARIES - TEMPORARY	65,420	65,420	.00	.00	.00	65,420.00	.0%
50200 OVERTIME WAGES	54,666	54,666	8,438.25	4,219.03	.00	46,227.75	15.4%
51000 CALPERS PENSION NORMAL COST	521,474	521,474	27,525.00	14,638.33	.00	493,949.00	5.3%
51010 CALPERS PENSION UAL	509,334	509,334	84,889.02	42,444.51	.00	424,444.98	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	14,403	14,403	9,786.37	5,379.08	.00	4,616.63	67.9%
51160 CITY PAID EMPLOYEE BENEFITS	1,073,690	1,073,690	91,645.05	56,444.43	.00	982,044.95	8.5%
51161 VAC/SICK ACCRUAL	113,239	113,239	11,459.83	7,003.38	.00	101,779.17	10.1%
51210 RETIREE HEALTH INS PLAN	14,247	14,247	5,470.14	2,146.96	.00	8,776.86	38.4%
51300 WORKERS COMPENSATION	184,702	184,702	30,783.68	15,391.84	.00	153,918.32	16.7%
51400 AUTO ALLOWANCE	4,200	4,200	530.77	323.08	.00	3,669.23	12.6%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	2,388.32	.00	.00	27,611.68	8.0%
52400 MINOR EQUIPMENT	1,244,503	1,244,503	137,854.86	137,427.07	394,582.90	712,065.24	42.8%
52900 MISC SUPPLIES	227,000	227,000	2,193.71	263.16	1,403.17	223,403.12	1.6%
53000 SOFTWARE EXPENSE	0	0	.00	.00	6,415.24	-6,415.24	100.0%
53001 SOFTWARE SUBSCRIPTION	5,036,390	5,036,390	1,335,761.69	536,300.58	1,440,925.03	2,259,703.28	55.1%
53020 INTERNAL PHOTOCOPING COSTS	18,746	18,746	181.32	181.32	.00	18,564.68	1.0%
53200 PROF SERVICES - OTHER	4,219,344	4,219,344	75,987.23	68,730.76	1,359,320.42	2,784,036.35	34.0%
53290 OUTSIDE SERVICES	0	0	.00	.00	997,114.92	-997,114.92	100.0%
54070 INTERNET CHARGES	123,540	123,540	17,162.21	7,915.38	.00	106,377.79	13.9%
54080 TELEPHONE CHGS	637,259	637,259	273.86	25,831.82	11,570.96	625,414.18	1.9%
57000 RENTALS & LEASES	0	0	3,517.32	1,758.66	17,586.60	-21,103.92	100.0%
59300 LIABILITY INSURANCE CHGS	510,613	510,613	85,102.16	42,551.08	.00	425,510.84	16.7%
59500 FLEET EQUIP MAINT ISF CHG	4,774	4,774	449.02	257.86	.00	4,324.98	9.4%
59600 INDIRECT PRORATED CST CHG	376,136	376,136	62,689.32	31,344.66	.00	313,446.68	16.7%
59700 FACILITY CHG MAINTENANCE	193,009	193,009	32,168.16	16,084.08	.00	160,840.84	16.7%
TOTAL INFORMATION TECHNOLOGY ISF	20,407,130	20,407,130	2,528,563.15	1,325,320.08	4,228,919.24	13,649,647.61	33.1%

735 FACILITIES MAINTENANCE ISF

50000 SALARIES - REGULAR	2,862,129	2,862,129	329,776.04	199,620.28	.00	2,532,352.96	11.5%
50100 SALARIES - TEMPORARY	32,000	32,000	5,214.33	2,907.78	.00	26,785.67	16.3%
50200 OVERTIME WAGES	80,000	80,000	8,265.89	4,359.71	.00	71,734.11	10.3%
51000 CALPERS PENSION NORMAL COST	285,354	285,354	28,580.64	16,328.98	.00	256,773.36	10.0%
51005 CALPERS PENS CARMAN NORMAL CO	0	0	166.21	.00	.00	-166.21	100.0%
51010 CALPERS PENSION UAL	434,627	434,627	72,437.84	36,218.92	.00	362,189.16	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	47,344	47,344	12,085.87	5,851.81	.00	35,258.13	25.5%
51160 CITY PAID EMPLOYEE BENEFITS	821,357	821,357	91,048.67	55,356.76	.00	730,308.33	11.1%
51161 VAC/SICK ACCRUAL	61,965	61,965	8,085.56	4,864.10	.00	53,879.44	13.0%
51210 RETIREE HEALTH INS PLAN	23,314	23,314	4,180.54	600.68	.00	19,133.46	17.9%
51300 WORKERS COMPENSATION	181,157	181,157	30,192.84	15,096.42	.00	150,964.16	16.7%
51400 AUTO ALLOWANCE	210	210	26.55	16.16	.00	183.45	12.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52300 UNIFORMS	12,000	12,000	.00	.00	3,045.11	8,954.89	25.4%
52310 TRAINING-WORKSHOP-MTGS	5,000	5,000	.00	.00	11,000.00	-6,000.00	220.0%
52400 MINOR EQUIPMENT	0	0	717.94	717.94	5,000.00	-5,717.94	100.0%
52600 SUPPLIES CUSTODIAL	80,000	80,000	495.21	311.25	51,754.79	27,750.00	65.3%
52610 SUPPLIES SAFETY	5,800	5,800	451.23	451.23	5,348.77	.00	100.0%
52900 MISC SUPPLIES	407,116	407,116	18,102.12	12,076.84	256,977.79	132,036.09	67.6%
53020 INTERNAL PHOTOCOPING COSTS	7,200	7,200	762.98	762.98	.00	6,437.02	10.6%
53200 PROF SERVICES - OTHER	1,375,549	1,375,549	51,862.06	39,232.07	644,616.51	679,070.43	50.6%
54010 UTILITY EXPENSE-ELECTRIC	770,487	770,487	143,718.10	71,412.66	.00	626,768.90	18.7%
54020 UTILITY EXPENSE - GAS	65,945	65,945	6,065.73	255.53	.00	59,879.27	9.2%
54030 UTILITY EXPENSE- WASTEWATER	11,851	11,851	3,280.54	1,881.38	.00	8,570.46	27.7%
54040 UTILITY EXPENSE WATER	31,190	31,190	9,802.73	5,135.71	.00	21,387.27	31.4%
54050 UTIL EXP REFUSE AND DISPOSE	87,000	87,000	16,707.72	11,721.03	.00	70,292.28	19.2%
54080 TELEPHONE CHGS	20,487	20,487	3,662.12	1,637.79	.00	16,824.88	17.9%
57000 RENTALS & LEASES	185,000	185,000	23,113.51	13,456.25	166,509.47	-4,622.98	102.5%
57110 TAXES AND FILING FEES	6,000	6,000	1,023.00	.00	.00	4,977.00	17.1%
59200 IT & DATA PROCESSING CHGS	412,300	412,300	68,716.66	34,358.33	.00	343,583.34	16.7%
59300 LIABILITY INSURANCE CHGS	229,283	229,283	38,213.84	19,106.92	.00	191,069.16	16.7%
59400 TELEPHONE CHGS HIPC	26,701	26,701	4,450.16	2,225.08	.00	22,250.84	16.7%
59500 FLEET EQUIP MAINT ISF CHG	76,581	76,581	17,583.93	5,648.28	.00	58,997.07	23.0%
59600 INDIRECT PRORATED CST CHG	309,328	309,328	51,554.66	25,777.33	.00	257,773.34	16.7%
59800 TRANSFERS OUT - CIP	1,200,000	1,200,000	.00	.00	.00	1,200,000.00	.0%
TOTAL FACILITIES MAINTENANCE ISF	10,154,275	10,154,275	1,050,345.22	587,390.20	1,144,252.44	7,959,677.34	21.6%
736 FACILITIES CAPITAL							
56050 CAPEX - INFRASTRUCTURE	1,200,000	1,200,000	.00	.00	.00	1,200,000.00	.0%
TOTAL FACILITIES CAPITAL	1,200,000	1,200,000	.00	.00	.00	1,200,000.00	.0%
741 FLEET SERVICES ISF							
50000 SALARIES - REGULAR	1,393,056	1,393,056	154,353.52	93,901.11	.00	1,238,702.48	11.1%
50100 SALARIES - TEMPORARY	35,000	35,000	9,138.17	5,340.00	.00	25,861.83	26.1%
50200 OVERTIME WAGES	25,000	25,000	5,075.77	2,097.06	.00	19,924.23	20.3%
51000 CALPERS PENSION NORMAL COST	138,888	138,888	15,573.38	9,432.04	.00	123,314.62	11.2%
51010 CALPERS PENSION UAL	190,996	190,996	31,832.66	15,916.33	.00	159,163.34	16.7%
51030 RETIREMENT ENHANCEMENT PLAN	15,198	15,198	5,139.59	2,525.19	.00	10,058.41	33.8%
51160 CITY PAID EMPLOYEE BENEFITS	321,937	321,937	34,929.24	21,249.31	.00	287,007.76	10.8%

YEAR-TO-DATE BUDGET REPORT
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FOR 2026 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51161 VAC/SICK ACCRUAL	30,160	30,160	3,770.09	2,280.45	.00	26,389.91	12.5%
51210 RETIREE HEALTH INS PLAN	22,018	22,018	3,404.20	244.34	.00	18,613.80	15.5%
51300 WORKERS COMPENSATION	78,679	78,679	13,113.16	6,556.58	.00	65,565.84	16.7%
51400 AUTO ALLOWANCE	210	210	26.55	16.16	.00	183.45	12.6%
51420 TOOL AND EQUIPMENT ALLOWANCE	7,700	7,700	.00	.00	.00	7,700.00	.0%
52000 POSTAGE	120	120	.00	.00	.00	120.00	.0%
52110 REPAIR PARTS	1,230,900	1,230,900	166,198.25	117,664.24	845,626.71	219,075.04	82.2%
52300 UNIFORMS	30,000	30,000	2,226.40	588.13	36,649.11	-8,875.51	129.6%
52310 TRAINING-WORKSHOP-MTGS	27,000	27,000	918.00	.00	37,000.00	-10,918.00	140.4%
52400 MINOR EQUIPMENT	10,000	10,000	-246.85	.00	19,397.26	-9,150.41	191.5%
52900 MISC SUPPLIES	28,000	28,000	3,221.91	2,405.42	65,498.59	-40,720.50	245.4%
53000 SOFTWARE EXPENSE	48,000	48,000	2,928.00	.00	49,342.93	-4,270.93	108.9%
53020 INTERNAL PHOTOCOPING COSTS	1,400	1,400	167.49	167.49	.00	1,232.51	12.0%
53200 PROF SERVICES - OTHER	684,725	684,725	46,190.58	25,973.48	563,971.75	74,562.67	89.1%
54080 TELEPHONE CHGS	5,716	5,716	798.32	399.16	.00	4,917.68	14.0%
54090 UNLEADED FUEL	1,498,000	1,498,000	105,893.29	.00	179,024.60	1,213,082.11	19.0%
54091 COMPRESSED NATURAL GAS	623,000	623,000	35,843.89	.00	64,156.11	523,000.00	16.1%
54092 DIESEL FUEL	1,515,000	1,515,000	102,420.67	.00	373,866.96	1,038,712.37	31.4%
55020 EQUIPMENT MAINTENANCE	18,000	18,000	.00	.00	.00	18,000.00	.0%
55030 VEHICLE MAINTENANCE	778,000	778,000	85,325.04	63,360.35	915,248.16	-222,573.20	128.6%
55040 LUBRICANT	152,000	152,000	22,913.58	9,701.26	157,296.54	-28,210.12	118.6%
55050 TIRES	364,000	364,000	13,084.17	8,511.41	294,915.83	56,000.00	84.6%
56030 CAPEX - VEHICLES	102,000	102,000	.00	.00	.00	102,000.00	.0%
57000 RENTALS & LEASES	30,000	30,000	.00	.00	32,450.00	-2,450.00	108.2%
57110 TAXES AND FILING FEES	9,000	9,000	3,525.00	.00	.00	5,475.00	39.2%
59200 IT & DATA PROCESSING CHGS	192,691	192,691	32,115.16	16,057.58	.00	160,575.84	16.7%
59300 LIABILITY INSURANCE CHGS	108,156	108,156	18,026.00	9,013.00	.00	90,130.00	16.7%
59400 TELEPHONE CHGS HIPC	10,331	10,331	1,721.84	860.92	.00	8,609.16	16.7%
59600 INDIRECT PRORATED CST CHG	372,099	372,099	62,016.50	31,008.25	.00	310,082.50	16.7%
59700 FACILITY CHG MAINTENANCE	446,781	446,781	74,463.50	37,231.75	.00	372,317.50	16.7%
TOTAL FLEET SERVICES ISF	10,543,761	10,543,761	1,056,107.07	482,501.01	3,634,444.55	5,853,209.38	44.5%
742 FLEET REPLACEMENT FUND							
57000 RENTALS & LEASES	0	0	.00	.00	216.51	-216.51	100.0%
TOTAL FLEET REPLACEMENT FUND	0	0	.00	.00	216.51	-216.51	100.0%
801 COFA DEBT SERVICE FUND							

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801	COFA DEBT SERVICE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57500	PRINCIPAL PAYMENTS	5,107,623	5,107,623	8,188.11	8,188.11	.00	5,099,434.89	.2%
57510	INTEREST & PENALTIES EXPENSE	2,225,324	2,225,324	719.04	719.04	.00	2,224,604.96	.0%
	TOTAL COFA DEBT SERVICE FUND	7,332,947	7,332,947	8,907.15	8,907.15	.00	7,324,039.85	.1%
	GRAND TOTAL	782,268,747	788,309,453	81,619,575.60	47,473,891.15	223,052,658.54	483,637,218.90	38.6%

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

CITY OF OXNARD BALANCE SHEET REPORT
AUGUST 2025 NOTE: THESE ARE PRELIMINARY RESULTS AND ARE SUBJECT TO CHANGE

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'101	'GENERAL FUND	0000	UNDEFINED SUBFUND	'Asset	(13,452,108.95)	93,346,476.76
				'Fund Balance	13,122,592.09	(84,265,510.34)
				'Liability	329,516.86	(9,080,966.42)
'104	'HALF CENT SALES TAX - MEAS O	0000	UNDEFINED SUBFUND	'Asset	(365,389.94)	32,311,440.85
				'Fund Balance	324,671.17	(30,690,414.11)
				'Liability	40,718.77	(1,621,026.74)
'105	'STREET MAINTENANCE (IUF) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	15,835.51
				'Fund Balance	0.00	(15,873.43)
				'Liability	0.00	37.92
'114	'STORM WATER MANAGEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(70,637.82)	36,525.33
				'Fund Balance	128,935.71	21,684.35
				'Liability	(58,297.89)	(58,209.68)
'119	'PUBLIC SAFETY RETIREMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(964,750.91)	1,504,305.44
				'Fund Balance	964,750.91	(1,505,269.69)
				'Liability	0.00	964.25
'120	'MAINT ASSMNT DIST	0000	UNDEFINED SUBFUND	'Asset	0.00	0.00
		2000	SPECIAL DISTRICTS ADMIN	'Asset	(172,362.32)	(288,894.22)
				'Fund Balance	192,485.01	309,976.51
				'Liability	(20,122.69)	(21,082.29)
		2030	LMD 03 - RIVER RIDGE	'Asset	(1,538.76)	85,061.53
				'Fund Balance	4,943.13	(81,657.16)
				'Liability	(3,404.37)	(3,404.37)
		2100	LMD 10 - COUNTRY CLUB	'Asset	(225.67)	23,753.56
				'Fund Balance	1,700.53	(22,278.70)
				'Liability	(1,474.86)	(1,474.86)
		2110	LMD 11 - ST. TROPAZ	'Asset	(285.45)	894.61
				'Fund Balance	1,583.00	402.94
				'Liability	(1,297.55)	(1,297.55)
		2120	LMD 12 - STANDARD PACIFIC	'Asset	(313.09)	34,314.39
				'Fund Balance	1,925.17	(32,702.31)

CITY OF OXNARD BALANCE SHEET REPORT
AUGUST 2025 NOTE: THESE ARE PRELIMINARY RESULTS AND ARE SUBJECT TO CHANGE

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2120	LMD 12 - STANDARD PACIFIC	'Liability	(1,612.08)	(1,612.08)
		2130	LMD 13 - LE VILLAGE	'Asset	(649.34)	26,112.85
				'Fund Balance	2,151.83	(24,610.36)
				'Liability	(1,502.49)	(1,502.49)
		2140	LMD 14 - CALIFORNIA COVE	'Asset	(326.43)	45,076.95
				'Fund Balance	2,394.86	(43,008.52)
				'Liability	(2,068.43)	(2,068.43)
		2160	LMD 16 - CALIFORNIA LIGHTHOUSE	'Asset	(31.70)	11,156.57
				'Fund Balance	2,709.13	(8,479.14)
				'Liability	(2,677.43)	(2,677.43)
		2230	LMD 23 - GREYSTONE	'Asset	(106.06)	8,635.66
				'Fund Balance	1,664.31	(7,077.41)
				'Liability	(1,558.25)	(1,558.25)
		2240	LMD 24 - VINEYARDS	'Asset	(204.31)	26,597.41
				'Fund Balance	2,079.79	(24,721.93)
				'Liability	(1,875.48)	(1,875.48)
		2250	LMD 25 - THE POINTE	'Asset	(860.82)	21,896.22
				'Fund Balance	2,560.71	(19,776.33)
				'Liability	(1,699.89)	(2,119.89)
		2270	LMD 27- ROSE ISLAND	'Asset	51.82	18,194.18
				'Fund Balance	2,305.20	(15,837.16)
				'Liability	(2,357.02)	(2,357.02)
		2280	LMD 28 - HARBORSIDE	'Asset	(28.62)	70,636.12
				'Fund Balance	4,579.40	(66,085.34)
				'Liability	(4,550.78)	(4,550.78)
		2300	LMD 30 - HAAS AUTOMATION	'Asset	(79.33)	68,765.47
				'Fund Balance	4,207.53	(64,637.27)
				'Liability	(4,128.20)	(4,128.20)
		2310	LMD 31 - RANCHO DE LA ROSA	'Asset	(2,718.41)	61,828.78
				'Fund Balance	6,694.55	(57,852.64)

CITY OF OXNARD BALANCE SHEET REPORT
AUGUST 2025 NOTE: THESE ARE PRELIMINARY RESULTS AND ARE SUBJECT TO CHANGE

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2310	LMD 31 - RANCHO DE LA ROSA	'Liability	(3,976.14)	(3,976.14)
		2320	LMD 32 - OAK PARK	'Asset	(398.67)	33,125.12
				'Fund Balance	2,651.95	(30,871.84)
				'Liability	(2,253.28)	(2,253.28)
		2330	LMD 33 - EL PASEO	'Asset	352.58	57,383.00
				'Fund Balance	2,585.47	(54,444.95)
				'Liability	(2,938.05)	(2,938.05)
		2340	LMD 34 - SUNRISE PT/SUNSET CV	'Asset	(1,653.59)	69,680.25
				'Fund Balance	5,202.35	(66,131.49)
				'Liability	(3,548.76)	(3,548.76)
		2360	LMD 36 - V ST CRUZ/V CARMEL	'Asset	(2,995.82)	140,559.82
				'Fund Balance	10,727.88	(132,827.76)
				'Liability	(7,732.06)	(7,732.06)
		2370	LMD 37 - PACIFIC BREEZE	'Asset	40.27	127,290.07
				'Fund Balance	1,825.36	(125,424.44)
				'Liability	(1,865.63)	(1,865.63)
		2380	LMD 38 - ALDEA DEL MAR	'Asset	(1,942.13)	79,315.15
				'Fund Balance	7,968.27	(72,269.01)
				'Liability	(6,026.14)	(7,046.14)
		2390	LMD 39 - EL SUENO PROMESA	'Asset	(3,006.20)	168,996.21
				'Fund Balance	13,305.60	(157,196.81)
				'Liability	(10,299.40)	(11,799.40)
		2391	LMD 39- D.R. HORTON	'Asset	(827.87)	51,566.45
				'Fund Balance	3,865.80	(48,528.52)
				'Liability	(3,037.93)	(3,037.93)
		2400	LMD 40 - CANTADA	'Asset	(925.04)	94,756.78
				'Fund Balance	3,323.16	(91,998.66)
				'Liability	(2,398.12)	(2,758.12)
		2410	LMD 41 - PACIFIC COVE	'Asset	(187.70)	34,276.60
				'Fund Balance	1,796.20	(32,668.10)

CITY OF OXNARD BALANCE SHEET REPORT
AUGUST 2025 NOTE: THESE ARE PRELIMINARY RESULTS AND ARE SUBJECT TO CHANGE

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2410	LMD 41 - PACIFIC COVE	'Liability	(1,608.50)	(1,608.50)
		2420	LMD 42 - CANTABRIA/CORONADO	'Asset	(1,357.19)	196,565.08
				'Fund Balance	9,729.36	(186,722.91)
				'Liability	(8,372.17)	(9,842.17)
		2430	LMD 43 - GREENBELT	'Asset	(274.42)	140,659.64
				'Fund Balance	7,918.71	(133,015.35)
				'Liability	(7,644.29)	(7,644.29)
		2460	LMD 46 - DAILY RANCH	'Asset	(3,839.79)	81,342.83
				'Fund Balance	11,641.58	(72,821.04)
				'Liability	(7,801.79)	(8,521.79)
		2470	LMD 47 - SYCAMORE PLACE	'Asset	(717.83)	77,207.34
				'Fund Balance	3,688.12	(74,237.05)
				'Liability	(2,970.29)	(2,970.29)
		2490	LMD 49 - CAMERON RANCH	'Asset	(452.49)	(58,965.02)
				'Fund Balance	2,013.91	60,526.44
				'Liability	(1,561.42)	(1,561.42)
		2500	LMD 50 - PV SENIOR HOUSING	'Asset	102.04	38,516.46
				'Fund Balance	1,597.21	(36,817.21)
				'Liability	(1,699.25)	(1,699.25)
		2510	LMD 51 - PFEILER	'Asset	(4,593.30)	185,264.16
				'Fund Balance	10,216.60	(179,118.97)
				'Liability	(5,623.30)	(6,145.19)
		2520	LMD 52 - WINGFIELD	'Asset	(391.89)	194,260.39
				'Fund Balance	1,921.60	(192,730.68)
				'Liability	(1,529.71)	(1,529.71)
		2530	LMD 53 - HUFF COURT	'Asset	(67.36)	5,990.25
				'Fund Balance	1,364.91	(4,692.70)
				'Liability	(1,297.55)	(1,297.55)
		2540	LMD 54 - MEADOWCREST	'Asset	(53.99)	78,507.57
				'Fund Balance	1,514.96	(77,046.60)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2540	LMD 54 - MEADOWCREST	'Liability	(1,460.97)	(1,460.97)
		2550	LMD 55 - WINGFIELD WEST	'Asset	(458.61)	37,806.19
				'Fund Balance	3,164.18	(35,051.25)
				'Liability	(2,705.57)	(2,754.94)
		2580	LMD 58 - WESTWIND	'Asset	(639.48)	77,072.77
				'Fund Balance	2,795.14	(74,917.11)
				'Liability	(2,155.66)	(2,155.66)
		2600	LMD 60 - ARTISAN	'Asset	(191.63)	38,660.95
				'Fund Balance	2,759.45	(36,093.13)
				'Liability	(2,567.82)	(2,567.82)
		3040	LMD 04 - MNDLY BAY/BEACH MAIN	'Asset	(898.30)	54,735.74
				'Fund Balance	4,019.99	(51,614.05)
				'Liability	(3,121.69)	(3,121.69)
		4010	WATERWAYS 01- MANDALAY BAY	'Asset	(11,001.54)	298,784.04
				'Fund Balance	19,041.14	(290,744.44)
				'Liability	(8,039.60)	(8,039.60)
		4020	WATERWAYS 02- HARBOR ISLAND	'Asset	(2,786.33)	(48,934.48)
				'Fund Balance	2,962.77	49,110.92
				'Liability	(176.44)	(176.44)
		6020	CFD 02 - WESTPORT	'Asset	(14,497.48)	1,297,015.40
				'Fund Balance	37,378.28	(1,267,046.68)
				'Liability	(22,880.80)	(29,968.72)
		6040	CFD 04 - SEABRIDGE	'Asset	(14,168.07)	3,720,261.16
				'Fund Balance	57,288.55	(3,674,926.65)
				'Liability	(43,120.48)	(45,334.51)
		6050	CFD 05 - RIVERPARK	'Asset	(89,476.30)	2,921,294.21
				'Fund Balance	109,346.77	(2,817,753.80)
				'Liability	(19,870.47)	(103,540.41)
		6060	CFD 09 - NORTHSHORE MANDALAY	'Asset	0.00	510,534.40
				'Fund Balance	0.00	(510,534.40)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	6070	CFD 07- WAGON WHEEL	'Asset	(271.58)	(112,563.43)
				'Fund Balance	271.58	112,563.43
		6080	CFD 08 - SAKIOKA FARMS	'Asset	(11.17)	501,215.45
				'Fund Balance	7,237.67	(493,988.95)
				'Liability	(7,226.50)	(7,226.50)
		6090	CFD 09 - NSHORE AT MANDALAY	'Asset	(40.33)	2,152.48
				'Fund Balance	7,266.83	5,074.02
				'Liability	(7,226.50)	(7,226.50)
'181	'STATE GAS TAX FUND	0000	UNDEFINED SUBFUND	'Asset	(896,513.53)	(316,300.37)
				'Fund Balance	920,226.61	373,955.34
				'Liability	(23,713.08)	(57,654.97)
'182	'TRAFFIC SAFETY FUND	0000	UNDEFINED SUBFUND	'Asset	(16,884.37)	(22,536.84)
				'Fund Balance	16,884.37	22,536.85
				'Liability	0.00	(0.01)
'185	'ROAD MAINT & REHAB ACT FUND	0000	UNDEFINED SUBFUND	'Asset	(3,700.00)	6,619,492.17
				'Fund Balance	0.00	(6,619,492.17)
				'Liability	3,700.00	0.00
'191	'ASSET SEIZURE FUND - FED	0000	UNDEFINED SUBFUND	'Asset	0.00	1,896,521.25
				'Fund Balance	0.00	(1,896,151.25)
				'Liability	0.00	(370.00)
'192	'ASSET SEIZURE FUND - STATE	0000	UNDEFINED SUBFUND	'Asset	0.00	195,243.98
				'Fund Balance	0.00	(195,243.98)
'200	'FEDERAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	(71,940.52)	(855,539.77)
				'Fund Balance	45,403.66	873,657.97
				'Liability	26,536.86	(18,118.20)
'201	'CDBG FUND	0000	UNDEFINED SUBFUND	'Asset	(885,054.63)	2,620,108.22
				'Fund Balance	92,051.48	801,237.97
				'Liability	793,003.15	(3,421,346.19)
'202	'HOME FUND	0000	UNDEFINED SUBFUND	'Asset	(1,757.57)	8,638,571.96

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'202	'HOME FUND	0000	UNDEFINED SUBFUND	'Fund Balance	1,807.71	(43,152.26)
				'Liability	(50.14)	(8,595,419.70)
'203	'EMERGENCY SHELTER FUND	0000	UNDEFINED SUBFUND	'Asset	(65,246.24)	64,392.42
				'Fund Balance	735.21	(64,392.42)
				'Liability	64,511.03	0.00
'204	'ARPA	0000	UNDEFINED SUBFUND	'Asset	(73,100.95)	2,040,366.21
				'Fund Balance	0.00	(1.41)
				'Liability	73,100.95	(2,040,364.80)
'210	'STATE & LOCAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	(452,852.82)	(1,002,582.42)
				'Fund Balance	461,772.89	13,652,488.46
				'Liability	(8,920.07)	(12,649,906.04)
'212	'TRANSPORT DEV ACT (TDA) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	0.00
		9030	TDA ARTICLE 3	'Asset	(67.33)	164,128.43
				'Fund Balance	67.33	(162,021.77)
				'Liability	0.00	(2,106.66)
		9040	TDA ARTICLE 4	'Asset	(3,905.53)	1,708,359.32
				'Fund Balance	(45,709.88)	78,813.28
				'Liability	49,615.41	(1,787,172.60)
		9080	TDA ARTICLE 8A	'Asset	0.00	11,956.74
				'Fund Balance	0.00	(11,956.74)
'220	'STATE HOUSING (LHTFP) GRANT	0000	UNDEFINED SUBFUND	'Asset	(97,645.50)	1,377,769.43
				'Fund Balance	44,430.00	(39,438.75)
				'Liability	53,215.50	(1,338,330.68)
'230	'STATE TRAFFIC CONG RELIEF FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	755,017.37
				'Fund Balance	0.00	(755,017.37)
'301	'CAPITAL OUTLAY FUND	0000	UNDEFINED SUBFUND	'Asset	(4,549,420.66)	516,005.34
				'Fund Balance	3,253,644.21	2,047,838.87
				'Liability	1,295,776.45	(2,563,844.21)
'311	'PEG FEES FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	5,497,761.99

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'311	'PEG FEES FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	(5,497,761.99)
'313	'2022 LEASE PURCH EQUIP FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	641,217.00
				'Fund Balance	0.00	(639,576.95)
				'Liability	0.00	(1,640.05)
'314	'2014 LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,976,806.82
				'Fund Balance	0.00	(1,976,806.82)
'315	'2006 TAB HERO/SW/ORMOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	228,313.57
				'Fund Balance	0.00	(228,313.57)
'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	(14,108.96)	26,592,197.32
				'Fund Balance	28,165.70	(26,553,461.24)
				'Liability	(14,056.74)	(38,736.08)
'350	'DEVELOPMENT IMPACT FEES FUND	8010	PARK FEES - QUIMBY RESERVE	'Fund Balance	0.00	0.01
				'Liability	0.00	(0.01)
		8020	PARKS DEVELOPMENT FEES	'Asset	8,845.63	2,095,055.79
				'Fund Balance	(8,845.63)	(2,095,055.79)
		8030	STORM DRAIN FACILITY FEE	'Asset	(795.75)	10,989,937.16
				'Fund Balance	795.75	(10,989,937.16)
		8040	CIRCULATION SYS IMPROV FEES	'Asset	17,825.94	25,486,746.46
				'Fund Balance	(17,825.94)	(25,486,617.39)
				'Liability	0.00	(129.07)
		8050	CAP GROWTH FEES-RESIDENTIAL	'Asset	7,459.38	1,771,254.45
				'Fund Balance	(7,459.38)	(1,771,254.45)
		8055	MOBILITY FEE	'Asset	1,515.01	673,717.86
				'Fund Balance	(4,277.19)	(673,717.86)
				'Liability	2,762.18	0.00
		8060	CAP GROWTH FEES-NONRESIDENTIAL	'Asset	(202.92)	3,220,280.73

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'350	'DEVELOPMENT IMPACT FEES FUND	8060	CAP GROWTH FEES-NONRESIDENTIAL	'Fund Balance	202.92	(3,220,280.73)
		8070	UTILITY UNDERGROUNDING IN LIEU	'Asset	1,559.46	1,890,244.09
				'Fund Balance	(1,559.46)	(1,890,244.09)
		8080	PUBLIC ART PROGRAM FEE	'Asset	(112.67)	1,547,831.57
				'Fund Balance	112.67	(1,547,831.56)
				'Liability	0.00	(0.01)
'351	'QUIMBY FUND	8111	QUIMBY FEE - 5 POINTS NORTH	'Asset	0.00	1,353,360.40
				'Fund Balance	0.00	(1,353,360.40)
		8112	QUIMBY FEE - BRYCE CNYN SO	'Asset	0.00	5,002.29
				'Fund Balance	0.00	(5,002.29)
		8113	QUIMBY FEE - CABRILLO	'Asset	0.00	162,288.59
				'Fund Balance	0.00	(162,288.59)
		8114	QUIMBY FEE - CAL-GISLER	'Asset	0.00	1,184.08
				'Fund Balance	0.00	(1,184.08)
		8115	QUIMBY FEE - CARRIAGE SQUARE	'Asset	0.00	430,146.62
				'Fund Balance	0.00	(430,146.62)
		8116	QUIMBY FEE - CYPRESS	'Asset	0.00	40,726.53
				'Fund Balance	0.00	(40,726.53)
		8117	QUIMBY FEE - EAST VILLAGE	'Asset	0.00	711,273.61
				'Fund Balance	0.00	(711,273.61)
		8118	QUIMBY FEE - EL RIO	'Asset	0.00	14,990.03
				'Fund Balance	0.00	(14,990.03)
		8119	QUIMBY FEE - EL RIO WEST	'Asset	0.00	313,818.56
				'Fund Balance	0.00	(313,818.56)
		8120	QUIMBY FEE - FREMONT SOUTH	'Asset	0.00	258,774.26
				'Fund Balance	0.00	(258,774.26)
		8121	QUIMBY FEE - HOBSON PARK EAST	'Asset	0.00	461,158.99

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'351	'QUIMBY FUND	8121	QUIMBY FEE - HOBSON PARK EAST	'Fund Balance	0.00	(461,158.99)
		8122	QUIMBY FEE - LA COLONIA	'Asset	0.00	70,354.25
				'Fund Balance	0.00	(70,354.25)
		8123	QUIMBY FEE - MAR VISTA	'Asset	0.00	530,612.34
				'Fund Balance	0.00	(530,612.34)
		8124	QUIMBY FEE - MARINA WEST	'Asset	0.00	(1,360.09)
				'Fund Balance	0.00	1,360.09
		8125	QUIMBY FEE - ORCHARD	'Asset	0.00	219,883.71
				'Fund Balance	0.00	(219,883.71)
		8126	QUIMBY FEE - OXNARD DUNES	'Asset	0.00	689,984.55
				'Fund Balance	0.00	(689,984.55)
		8127	QUIMBY FEE - OXNARD SHORES	'Asset	0.00	95,692.71
				'Fund Balance	0.00	(95,692.71)
		8128	QUIMBY FEE - PACIFIC AVE CMCRL	'Asset	0.00	362,922.40
				'Fund Balance	0.00	(362,922.40)
		8129	QUIMBY FEE - RIO LINDO	'Asset	0.00	161,428.79
				'Fund Balance	0.00	(161,428.79)
		8130	QUIMBY FEE - ROSE PARK	'Asset	0.00	1,623.94
				'Fund Balance	0.00	(1,623.94)
		8131	QUIMBY FEE - SEA VIEW ESTATES	'Asset	0.00	2,239,191.58
				'Fund Balance	0.00	(2,239,191.58)
		8132	QUIMBY FEE - SOUTH BANK	'Asset	0.00	56,160.47
				'Fund Balance	0.00	(56,160.47)
		8133	QUIMBY FEE - SOUTHWIND	'Asset	0.00	164,899.57
				'Fund Balance	0.00	(164,899.57)
		8134	QUIMBY FEE - VIA MARINA	'Asset	0.00	1,571,345.18
				'Fund Balance	0.00	(1,571,345.18)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'351	'QUIMBY FUND					
		8135	QUIMBY FEE - WILSON	'Asset	0.00	758,306.64
				'Fund Balance	0.00	(758,306.64)
		8136	QUIMBY FEE - WINDSOR NORTH	'Asset	0.00	36,746.98
				'Fund Balance	0.00	(36,746.98)
'360	'OTH. DEVPT FEES FUND					
		7010	AIR POLLUTION BUYDOWN FEE	'Asset	(139.08)	307,737.60
				'Fund Balance	139.08	(307,737.60)
		7020	CUPA OPERATING PROGRAM	'Asset	258,093.96	2,552,220.41
				'Fund Balance	(263,172.51)	(2,552,184.36)
				'Liability	5,078.55	(36.05)
		7030	CUPA CAPITAL PROGRAM	'Asset	0.00	457,110.84
				'Fund Balance	0.00	(457,110.84)
		7040	AFFORDABLE RENTAL HOUSING	'Asset	0.00	1,428,710.87
				'Fund Balance	0.00	(128,710.87)
				'Liability	0.00	(1,300,000.00)
		7050	HOUSING IN LIEU - FEES	'Asset	(1,450,149.93)	14,096,100.38
				'Fund Balance	4,438.17	(2,016,411.13)
				'Liability	1,445,711.76	(12,079,689.25)
		7060	HOUSING IN LIEU - CITY	'Asset	0.00	1,105,817.19
				'Fund Balance	0.00	(455,817.19)
				'Liability	0.00	(650,000.00)
'420	'HOUSING SUC AGCY FUND	0000	UNDEFINED SUBFUND	'Asset	(3,309.36)	36,365,299.59
				'Fund Balance	2,259.69	(2,801,399.53)
				'Liability	1,049.67	(33,563,900.06)
'429	'CDC SUCCESSOR AGENCY FUND	0000	UNDEFINED SUBFUND	'Asset	(2,890,741.87)	9,140,706.15
				'Fund Balance	2,875,842.97	14,789,317.67
				'Liability	14,898.90	(23,930,023.82)
'481	'DOWNTOWN IMPROVEMENT DISTRICT	0000	UNDEFINED SUBFUND	'Asset	(420.00)	4,478,158.04
				'Fund Balance	420.00	(4,418,158.03)
				'Liability	0.00	(60,000.01)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'481	'DOWNTOWN IMPROVEMENT DISTRICT					
'500	'BOND ASSESSMENT DISTRICTS	5000	CFD 2000-3	'Asset	(473,874.12)	5,975,756.19
				'Fund Balance	482,008.96	(2,165,718.30)
				'Liability	(8,134.84)	(3,810,037.89)
		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
		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	(1,169,958.92)	1,228,492.40
				'Fund Balance	1,177,125.42	(86,326.38)
				'Liability	(7,166.50)	(1,142,166.02)
		5060	RICE/101 INTER ASSESS DIST	'Asset	(768,924.05)	6,222,218.14
				'Fund Balance	773,992.63	(77,262.21)
				'Liability	(5,068.58)	(6,144,955.93)
		5070	CFD 03-SEABRIDGE BONDED	'Asset	(1,492,822.67)	18,191,816.61
				'Fund Balance	1,502,049.17	(417,589.74)
				'Liability	(9,226.50)	(17,774,226.87)
		5080	OXNARD TWIN CENTER CFD 88-1	'Fund Balance	0.00	(0.32)
				'Liability	0.00	0.32
		5100	CFD-01 - WESTPORT BONDED	'Asset	(570,851.72)	5,856,369.81
				'Fund Balance	578,986.55	(267,737.73)
				'Liability	(8,134.83)	(5,588,632.08)
'541	'DEVELOPER/OTHER DEPOSITS FUND	0000	UNDEFINED SUBFUND	'Asset	(17,901.43)	8,707,141.91
				'Fund Balance	(100.00)	(7,427,180.28)
				'Liability	18,001.43	(1,279,961.63)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'542	'PAYROLL CLEARING FUND	0000	UNDEFINED SUBFUND	'Asset	(31,044,072.69)	1,478,992.12
				'Fund Balance	132,657.01	4,488,811.05
				'Liability	30,911,415.68	(5,967,803.17)
'545	'HOUSING AUTHORITY PAYROLL FUND	0000	UNDEFINED SUBFUND	'Asset	243,905.08	46,739.90
				'Fund Balance	(246,789.46)	(48,238.31)
				'Liability	2,884.38	1,498.41
'551	'OPD PROPERTY ROOM FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	365,748.19
				'Fund Balance	0.00	(279,686.23)
				'Liability	0.00	(86,061.96)
'561	'OXNARD DOWNTOWN MGT DIST FUND	0000	UNDEFINED SUBFUND	'Asset	(34,406.00)	174,680.29
				'Fund Balance	0.00	(174,680.10)
				'Liability	34,406.00	(0.19)
'571	'CONTRIBUTIONS TRUST FUND	0000	UNDEFINED SUBFUND	'Asset	9,576.51	2,702,979.99
				'Fund Balance	(14,434.39)	(2,285,693.56)
				'Liability	4,857.88	(417,286.43)
'586	'ENHANCED RETIREMENT PLAN FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	116,651,766.91
				'Fund Balance	0.00	(116,651,766.91)
'601	'WATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	2,396,920.29	303,503,029.47
				'Fund Balance	(2,412,111.13)	(128,144,491.26)
				'Liability	15,190.84	(175,358,538.21)
'602	'WATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(123,237.65)	1,162,807.07
				'Fund Balance	501.29	(6,815.21)
				'Liability	122,736.36	(1,155,991.86)
'603	'WATER DEVLPMT IMPACT FEES FUND	0000	UNDEFINED SUBFUND	'Asset	9,624.58	20,831,807.31
				'Fund Balance	(12,415.58)	(20,831,807.31)
				'Liability	2,791.00	0.00
'605	'WATER CAP FACILITY FUND	0000	UNDEFINED SUBFUND	'Asset	(661.25)	1,860,445.07
				'Fund Balance	(1,179.75)	(1,868,739.67)
				'Liability	1,841.00	8,294.60
'606	'WATER RESOURCE FEE FUND	0000	UNDEFINED SUBFUND	'Asset	(129.75)	2,066,613.71

CITY OF OXNARD BALANCE SHEET REPORT
AUGUST 2025 NOTE: THESE ARE PRELIMINARY RESULTS AND ARE SUBJECT TO CHANGE

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'606	'WATER RESOURCE FEE FUND	0000	UNDEFINED SUBFUND	'Fund Balance	129.75	(2,066,613.71)
'607	'WATER BONDS/WIFIA LOANS	0000	UNDEFINED SUBFUND	'Asset	0.00	(149,428.25)
				'Fund Balance	0.00	149,428.25
'608	'WATER SECURITY-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	(3,969.21)	209,826.66
				'Fund Balance	0.00	527,688.85
				'Liability	3,969.21	(737,515.51)
'609	'WATER BOND 2021A REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,881,499.85
				'Fund Balance	0.00	(1,733,348.74)
				'Liability	0.00	(148,151.11)
'611	'WASTEWATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	2,462,656.84	331,342,741.80
				'Fund Balance	(2,111,769.13)	(213,627,961.75)
				'Liability	(350,887.71)	(117,714,780.05)
'612	'WASTEWATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(169,154.62)	2,206,108.49
				'Fund Balance	1,173,160.27	1,173,660.27
				'Liability	(1,004,005.65)	(3,379,768.76)
'613	'WASTEWATER CONNECTION FEE FUND	0000	UNDEFINED SUBFUND	'Asset	10,895.98	18,366,759.24
				'Fund Balance	(14,028.98)	(18,366,759.24)
				'Liability	3,133.00	0.00
'617	'WASTEWATER BONDS/SRF LOANS	0000	UNDEFINED SUBFUND	'Asset	0.00	(10,991,145.22)
				'Fund Balance	0.00	10,991,145.22
'628	'WASTEWATER SEC-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,052,607.53
				'Fund Balance	0.00	(1,052,607.53)
'631	'SOLID WASTE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	3,015,565.13	68,183,749.39
				'Fund Balance	(1,964,551.94)	(20,149,335.06)
				'Liability	(1,051,013.19)	(48,034,414.33)
'632	'SOLID WASTE CIP FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	0.00
'634	'SOLID WASTE DEVELOPER FEE FUND	0000	UNDEFINED SUBFUND	'Asset	5,249.12	980,881.27
				'Fund Balance	(5,249.12)	(980,881.27)

CITY OF OXNARD BALANCE SHEET REPORT
AUGUST 2025 NOTE: THESE ARE PRELIMINARY RESULTS AND ARE SUBJECT TO CHANGE

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'638	'SOLID WASTE SEC - CONT PREV FU	0000	UNDEFINED SUBFUND	'Asset	1.20	907,228.42
				'Fund Balance	32,912.61	(874,314.61)
				'Liability	(32,913.81)	(32,913.81)
'641	'PERFORMING ARTS CENTER FUND	0000	UNDEFINED SUBFUND	'Asset	(8,646.44)	631,850.24
				'Fund Balance	8,197.19	(631,855.10)
				'Liability	449.25	4.86
'651	'GOLF COURSE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	(879,994.53)	47,553,526.59
				'Fund Balance	(110,470.38)	(47,482,272.38)
				'Liability	990,464.91	(71,254.21)
'652	'GOLF COURSE CIP FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	0.00
'701	'PUBLIC LIAB & PROP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	282,830.24	(2,961,987.06)
				'Fund Balance	(124,886.44)	15,113,544.82
				'Liability	(157,943.80)	(12,151,557.76)
'702	'WORKERS COMP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	184,406.43	25,166,780.32
				'Fund Balance	(246,355.60)	19,194,956.31
				'Liability	61,949.17	(44,361,736.63)
'725	'CUSTOMER BILLING OPS ISF	0000	UNDEFINED SUBFUND	'Asset	104,256.08	3,063,566.31
				'Fund Balance	(71,275.72)	(152,066.62)
				'Liability	(32,980.36)	(2,911,499.69)
'731	'INFORMATION TECHNOLOGY ISF	0000	UNDEFINED SUBFUND	'Asset	(301,156.86)	16,321,156.12
				'Fund Balance	(62,835.29)	(7,289,791.82)
				'Liability	363,992.15	(9,031,364.30)
'732	'IT CAPITAL	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	0.00
'735	'FACILITIES MAINTENANCE ISF	0000	UNDEFINED SUBFUND	'Asset	178,361.22	5,768,844.20
				'Fund Balance	(149,615.73)	2,199,965.49
				'Liability	(28,745.49)	(7,968,809.69)
'736	'FACILITIES CAPITAL	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	0.00
'741	'FLEET SERVICES ISF	0000	UNDEFINED SUBFUND	'Asset	144,995.34	2,101,395.94
				'Fund Balance	(275,180.11)	2,777,019.32

CITY OF OXNARD BALANCE SHEET REPORT
AUGUST 2025 NOTE: THESE ARE PRELIMINARY RESULTS AND ARE SUBJECT TO CHANGE

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'741	'FLEET SERVICES ISF	0000	UNDEFINED SUBFUND	'Liability	130,184.77	(4,878,415.26)
'742	'FLEET REPLACEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	575,668.85
				'Fund Balance	0.00	(575,668.85)
'801	'COFA DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	5,842.24
				'Fund Balance	8,907.15	3,064.91
				'Liability	(8,907.15)	(8,907.15)
'850	'RIVERPARK JPA FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	823,213.73
				'Fund Balance	0.00	(823,213.73)
'991	'GOVERNMENTAL CAPITAL ASSETS FD	0000	UNDEFINED SUBFUND	'Asset	0.00	2,134,969,644.64
				'Fund Balance	0.00	(1,841,670,901.33)
				'Liability	0.00	(293,298,743.31)
'996	'GOVERNMENTAL DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	19,395,072.74
				'Fund Balance	0.00	63,184,628.81
				'Liability	0.00	(82,579,701.55)
'999	'TREASURY FUND	0000	UNDEFINED SUBFUND	'Asset	(39,510,004.93)	452,954,136.00
				'Liability	39,510,004.93	(452,954,136.00)
(blank)	(blank)	(blank)	(blank)	(blank)		
			#N/A	(blank)		
Grand Total					0.00	0.00



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.4

DATE: October 21, 2025

TO: Housing Authority

FROM: Brenda Lopez, Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Oxnard Housing Authority's Monthly Investment Report for the period ending August 2025.

RECOMMENDATION

That the Oxnard Housing Authority Board of Commissioners to receive and file the monthly investment report. This is an information item.

(This item did not originate in Committee.)

BACKGROUND

The Oxnard Housing Authority's (OHA) invests funds in compliance with California Government Code Section 53600 et seq., and the OHA's Investment Policy. This report follows the guidelines established in the California Government Code section 53646 and the OHA's adopted Investment Policy, which was most recently adopted by the Oxnard Housing Authority Board of Commissioners (Board) on July 15, 2025. The Investment Policy requires the OHA to submit a monthly transaction report to the Board.

DISCUSSION

In recent history, the OHA has invested excess cash utilizing a combination of in-house efforts and an outside agent Local Agency Investment Fund (LAIF), which is permitted by the Department of Housing and Urban Development (HUD) and State law. This practice minimizes risk (safety), ensures easy access to funds (liquidity), and generates reasonable returns (yield), in that order. LAIF is very flexible. Funds can be deposited and/or withdrawn daily. This has made the OHA's cash management much more effective and has proven to be a valuable investment and cash management tool for the OHA.

All of the OHA's investments are managed in compliance with California Government Code 53600 et seq. and the OHA's investment policies and guidelines.

LAIF

LAIF is a voluntary investment program created by statute, as an investment alternative for California's local governments and special districts. This program offers local agencies the opportunity to participate in a major portfolio which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer. LAIF is part of the Pooled Money Investment Account (PMIA).

As of the period ending August 30, 2025, the fund balance held in LAIF was \$21,448,378.34, which is the same as the period ending July 31, 2025. There were no deposits or withdrawal transactions. Interest earned is applied on a quarterly basis, so it will not be reported until December 16, 2025.

The funds in LAIF are allocated over 10 accounts. The various accounts represent each of the OHA's major funds (i.e.

Public Housing, Housing Choice Voucher (HCV), Central Fund Reserve). The investment position for each fund is summarized in the table below.

On August 30, 2025, the LAIF quarterly apportionment rate was 4.251%, compared to 4.258% for the period ending July 31, 2025.

Account Description (Program)	Beginning Balance	Current Period Adjustments	Interest Earned/Applied	Ending Balance (8/30/2025)
Public Housing Reserve	\$13,447,916.55	\$0	\$0	\$13,447,916.55
PH Investments-Restricted FSS	\$159,948.33	\$0	\$0	\$159,948.33
HCV AF Reserve	\$2,497,881.84	\$0	\$0	\$2,497,881.84
HCV Investments-Restricted FSS	\$514,442.83	\$0	\$0	\$514,442.83
FSS EFA (forfeitures)	\$41,526.92	\$0	\$0	\$41,526.92
PH Restricted for current liability	\$1,636,522.54	\$0	\$0	\$1,636,522.54
Central Fund	\$1,751,852.47	\$0	\$0	\$1,751,852.47
Capfund	\$545,219.01	\$0	\$0	\$545,219.01
NSP	\$327,075.51	\$0	\$0	\$327,075.51
201sd	\$525,992.34	\$0	\$0	\$525,992.34
TOTAL	\$21,448,378.34	\$0	\$0	\$21,448,378.34

The OHA's LAIF monthly statement for the period ending August 30, 2025, is attached to this report. (Attachment 1)

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

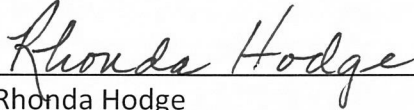
1. 1 - LAIF Monthly Statement for Period Ending August 30, 2025

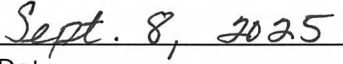
**Investment Report
for the month Ended in August 31, 2025**

Oxnard Housing Authority

All investment transactions have been executed in accordance with the criteria stated in the Oxnard Housing Authority's Investment Policy Resolution No. 1353 adopted by the Board on July 15, 2025.

Investments have been made in compliance with the California Government Code, Department of Housing and Urban Development Regulations, the Housing Authorities Law (California Health and Safety Code) and in accordance with the Oxnard Housing Authority's Investment Policy. The Local Agency Investment Fund (LAIF) provides the market value and individual monthly statement reports for negotiable instruments held in safekeeping included in this report. Based on analysis of cash receipts, expenditures, and daily cash flows, it is projected that revenues and investment liquidity are sufficient to meet expenditure requirements for the next six months.


Rhonda Hodge
Housing Finance Officer
Oxnard Housing Authority


Date

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

September 02, 2025

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

OXNARD HOUSING AUTHORITY

HOUSING FINANCE OFFICER
435 SOUTH D STREET
OXNARD, CA 93030

[Tran Type Definitions](#)



August 2025 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	21,448,378.34
Total Withdrawal:	0.00	Ending Balance:	21,448,378.34



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: October 21, 2025

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Memorandum of Agreement with the Oxnard Community K9 Foundation, and Acceptance of Equipment in the Amount of \$37,644.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute a Donation Agreement with the Oxnard Community K-9 Foundation (A-8599) to accept a donation of a 2021 Mercedes-Benz Sprinter Crew Van for use by the Oxnard Police Department's K-9 Unit; and
2. Approve and authorize the Mayor to execute a Memorandum of Agreement (MOA) with the Oxnard Community K-9 Foundation (A-8599) relating to the City's use of the same.

(This item did not originate in Committee.)

BACKGROUND

The Oxnard Community K-9 Foundation (Donor) offered to assist the City of Oxnard (City) and the Oxnard Police Department's K-9 unit in addressing the need for a vehicle to transport equipment and K-9s to training events. The Donor, a non-profit organization, purchased the vehicle on March 6, 2025, for a purchase price of \$37,644 using grant funds. The vehicle is a white, 2021 Mercedes-Benz Sprinter Crew Van, a full-size cargo van in good condition with a current mileage of approximately 16,900 miles. Upon accepting the donation, the City will assume full responsibility for the maintenance, repair, insurance, and overall management of the vehicle. The vehicles shall be specifically assigned to the Police Department's K-9 Unit and used to support the Oxnard Police K-9 officers.

The Donor respectfully requests that, at the conclusion of its serviceable life with the City, the vehicle be returned to the Foundation so that either the vehicle itself or its parts may be sold, and the proceeds used to further the Foundation's charitable purposes. The terms of this proposal are outlined in the attached MOA between the Donor and the City. Per the MOA, once the vehicle is determined to no longer be suitable for such service, the ownership of the equipment and responsibility for it shall revert to the Donor.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

Any costs associated with the maintenance, repair, insurance, and overall management of the vehicle will be accounted for and covered within the existing Police Department budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dale McAlpine, Commander

ATTACHMENTS

1. Letter to City of Oxnard re van donation - final
2. MOA with K-9 Foundation A-8599
3. Donation Agreement A-8599



**MYERS WIDDERS
GIBSON JONES & FEINGOLD**
— L L P —
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MWGF File No. 9674.00

June 2, 2025

Via email to andrew.gonzalez@oxnard.org and dale.mcalpine@oxnardpd.org

Andrew J. Gonzalez, Esq., Deputy City Attorney
Office of the City Attorney
305 W. Third Street, Suite 100E
Oxnard, CA 93030

Commander Dale McAlpine
Oxnard Police Department
251 South C Street
Oxnard, CA 93030

Re: Donation from Oxnard Community K9 Foundation to the City of Oxnard

Dear Mr. Gonzalez and Commander McAlpine:

We are writing on behalf of our client Oxnard Community K9 Foundation, a California nonprofit public benefit corporation (the “Foundation”). The Foundation wishes to donate its 2021 Mercedes-Benz Sprinter Crew Van, Vehicle Identification Number W1W40CHY7MT053929 (the “Vehicle”) to the City of Oxnard (the “City”) to support the Oxnard Police Department’s K9 Unit.

The Foundation purchased the Vehicle on March 6, 2025, for a purchase price of \$37,644 using grant funds. The Vehicle is a white, full-size cargo van in good condition with a current mileage of approximately 16,904 miles. Upon accepting the donation, the City will assume full responsibility for the maintenance, repair, insurance, and overall management of the Vehicle. The Foundation respectfully requests that, at the conclusion of its serviceable life with the City, the Vehicle be returned to the Foundation so that either the Vehicle itself or its parts may be sold and the proceeds used to further the Foundation’s charitable purposes. The terms of this proposal are set forth in the attached draft memorandum of agreement between the Foundation and the City, which memorandum is nearly identical to the memorandum of agreement between the Foundation and the City for a prior donation of three Chevrolet Tahoe sport utility vehicles in 2016. (See enclosure.)

Please confirm that the City is willing to accept the donation on these terms or if any additional documentation is required to facilitate the transfer. We look forward to working with you to complete this donation process.

Very truly yours,

MYERS, WIDDERS, GIBSON,
JONES & FEINGOLD, L.L.P.

A handwritten signature in black ink that reads "Jacquelyn D. Ruffin". The signature is written in a cursive, flowing style.

Jacquelyn D. Ruffin

Enclosures

**MEMORANDUM OF AGREEMENT FOR THE RECEIPT
AND USE OF DONATED EQUIPMENT**

THIS MEMORANDUM OF AGREEMENT FOR THE RECEIPT AND USE OF DONATED EQUIPMENT (this "Agreement") is made and entered into as of October 21, 2025 (the "Effective Date") by and between the City of Oxnard, a California municipal corporation ("City") and the Oxnard Community K9 Foundation, a California nonprofit public benefit corporation ("Donor"). In this Agreement, City and Donor are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Donor applied for and received a grant for the purchase of certain **2021 Mercedes-Benz sprinter crew van**, further described as a white full-size cargo van **MT053929R**, with approximately 16,904 miles, identified by **VIN W1W40CHY7MT053929** (the "Equipment").

B. Donor purchased the Equipment for the price of Thirty-Four Thousand Six Hundred Forty-Four Dollars (\$37,644).

C. Donor wishes to donate the Equipment to the City for the benefit of, and for the sole use by, the Oxnard Police Department K9 Unit (referred to herein as "OPD K9 Unit").

D. City desires to accept ownership of the Equipment for the benefit of and sole use by the OPD K9 Unit, along with all responsibilities and liabilities related to such ownership, and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Equipment. Subject to the terms and conditions of this Agreement, Donor transfers all right, title, and ownership of the Equipment to City. Title to the Equipment will vest in City and promptly upon execution of this Agreement by the Parties, Donor shall take all steps and provide any and all documentation necessary to record the transfer of title in the Equipment from Donor to City.

2. Use of Equipment. Donor intends that the Equipment shall be donated for the benefit of and for the sole use by the OPD K9 Unit, and no other departments of City or the Oxnard Police Department. City acknowledges and agrees that the Equipment shall be used solely by the OPD K9 Unit. City shall comply with all local, state, and federal laws relating to the use, insurance, and maintenance of the Equipment while it is in use by the City.

3. Reversion to Donor. City covenants and agrees that upon retirement of the Equipment, or at such time as the Equipment is no longer needed or the Equipment is no longer

being utilized by the OPD K9 Unit, ownership of the Equipment shall revert back to Donor, and City shall execute all necessary documents required to transfer ownership of the Equipment back to Donor.

4. **No Payment.** Donor and City agree that each Party's performance of this Agreement constitutes full consideration and that City is not obligated to pay for the transfer of the Equipment to City.

5. **"Outfitting" Equipment.** City shall, at its sole cost and expense, be responsible for all work and costs associated with "outfitting" the Equipment with radios, lights, sirens, and the like and all other necessary accessories so the OPD K9 Unit can utilize the Equipment.

6. **Maintenance and Repair; Insurance.** City, at its sole cost and expense, shall be responsible for all necessary and required maintenance and repair of the Equipment and for the procurement and maintenance of any and all insurance covering the Equipment.

7. **Transportation of Equipment.** Donor shall be responsible for transporting the Equipment to the Oxnard Police Department following execution of this Agreement.

8. **No Warranty.** City agrees and acknowledges that the Equipment is donated, transferred, and conveyed "AS IS" without any warranties of any kind, either express or implied, in fact or in law, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Donor shall not be liable for any damages caused by City's receipt and/or use of the Equipment, including but not limited to, special, incidental, exemplary, indirect or consequential damages or for loss of profits, revenues or data, even if Donor has been advised of the possibility of such damages.

9. **Release of Liability.** By executing this Agreement, City expressly waives, exempts, releases and discharges Donor, its directors, officers, employees, volunteers, and agents, to the fullest extent allowed by law, from any and all claims, demands and actions for injury, loss or damage, arising out of or in any way connected to City's receipt and/or use of the Equipment, whether or not caused by any act, omission, negligence, or other fault of Donor, its directors, officers, employees, volunteers, and agents, or by any other cause.

10. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of successors, legal representatives and assigns of Donor and City to the same extent and effect as the same are binding upon and inure to the benefit of the Parties.

11. **Assignment.** City shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Donor, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted act in violation of this Section shall be void and without effect and give Donor the right to immediately terminate this Agreement and/or require the reversion of the Equipment to Donor.

12. Amendments and Modification. This Agreement may be amended, modified or supplemented only by a written agreement signed by both Parties.

13. Governing Law. This Agreement shall be governed by the laws of the State of California for all substantive and procedural matters, without regard to principles of conflicts of law.

14. Venue. Venue for any arbitration, mediation, or other action or proceeding related to enforcement or interpretation of this Agreement shall be the County of Ventura. In the event of any litigation related to this Agreement, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

15. Attorneys' Fees. In the event of a dispute between the Parties with respect to the terms and conditions of this Agreement, the prevailing Party shall be entitled to collect from the other Party its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

16. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

18. Authority to Enter Agreement. Each of the persons executing this Agreement on behalf of a Party warrants that: (a) such Party is duly organized and existing; (b) the signer is duly authorized to execute and deliver the Agreement on behalf of said Party; (c) by so executing this Agreement, such Party is formally bound; and (d) there is no litigation or legal proceeding that would prevent said Party from entering into this Agreement.

19. Effective Date. This Agreement shall take effect on the date first written above, or immediately upon execution by all Parties and any necessary approval by the City Council.

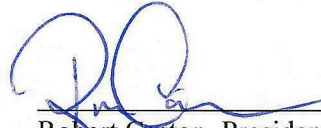
20. Entire Agreement. This Agreement and the exhibits referenced or attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the Parties any rights and remedies hereunder.

CITY OF OXNARD

**DONOR: OXNARD COMMUNITY K9
FOUNDATION**

Luis A. McArthur, Mayor

Date



Robert Caston, President

9-16-25

Date

ATTEST:

Lourdes A. Lopez,
City Clerk

Date

APPROVED AS TO FORM:

Stephen Fischer,
City Attorney

Date

**CITY OF OXNARD
DONATION AGREEMENT**

THIS DONATION AGREEMENT ("Agreement") is entered into in Ventura County, California, on October 21, 2025. This Agreement is entered by and between the City of Oxnard ("City") and Oxnard Community K9 Foundation ("Donor"), for good and valuable consideration, subject to the following terms and conditions:

SECTION 1. DONATION

Donor is (check and complete all that apply):

☐ Donating \$_____ in a lump sum.

☐ Donating \$_____ in _____ (monthly, quarterly, etc.) payments of \$_____ in _____ installments.

☒ Donating the following (describe equipment):

**2021 Mercedes-Benz Sprinter Crew Van,
Vehicle Identification Number W1W40CHY7MT053929**

☒ Donor prefers the City use the Donation for the following limited purpose(s):

**Support the Oxnard Police Department's K-9 Unit.
See attached Memorandum of Agreement (MOA).**

SECTION 2. BEHESTED DONATION

☐ If this box is checked this donation is being made at the behest of Council Member/Commissioner/City Staff Member _____.

If the Donation is being made at the behest of an elected official, the City shall notify the elected official that the elected official may be required to submit a Form 803 Behested Payment Report to the Fair Political Practices Commission.

SECTION 3. ADDITIONAL CONDITIONS

The City's acceptance of the Donation is subject to the conditions specified as follows:

1. Pursuant to California Government Code Section 37354, the City acknowledges that the Donation shall be used for a public purpose as described in **Section 1.**

2. The City shall provide Donor with a donation receipt indicating the amount of the donation or estimated value of goods or services donated within 30 days of receiving the Donation.
3. The City will make best efforts to use the Donation for the purpose(s) specified in **Section 1**. If it is impractical for the City to use the Donation for the purposes specified in **Section 1**, the City may use the Donation in any manner at its sole discretion and Donor has no right or obligation to control City's use of the donation.
4. Donor has not and will not receive any goods or services in exchange for the Donation, and the City will not grant any extra consideration to the Donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
5. No Warranties. Donor(s), including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assume no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.

SECTION 4. COORDINATION

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

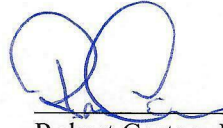
	CITY OF OXNARD	DONOR
PRIMARY REPRESENTATIVE	Commander Dale Mc Alpine	Robert Caston
ADDRESS	251 South C Street Oxnard, CA 93030	3001 Sturgis Road Oxnard, CA 93030
PHONE	805-857-4655	805-906-0773
EMAIL	Dale.mcalpine@Oxnardpd.org	Oxnardpd9fund@gmail.com
FAX	N/A	N/A

CITY OF OXNARD

**DONOR: OXNARD COMMUNITY
K9 FOUNDATION**

Luis A. McArthur, Mayor

Date



Robert Caston, President

9-16-25

Date

ATTEST:

Lourdes A. Lopez,
City Clerk

Date

APPROVED AS TO FORM:

Stephen Fischer,
City Attorney

Date



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: October 21, 2025
TO: City Council
FROM:
SUBJECT: Removed from the agenda.

RECOMMENDATION

BACKGROUND

STRATEGIC PRIORITIES

FINANCIAL IMPACT

COMMITTEE OUTCOME

Prepared by:

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7

DATE: October 21, 2025

TO: City Council

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

SUBJECT: Public Project Agreement 32600123 with NoHo Constructors for Del Sol Park Improvements Phase I Project Specification No. PW 24-14.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$378,190.00 in Project funds for the Del Sol Park Improvements - Phase I , Specification No. PW 24-14;
2. The Mayor to Execute an Agreement with NoHo Constructors in the amount of \$290,915.00 for the Project and approve a Project contingency amount of \$58,183.00 (20%) with NoHo Constructors for a total not to exceed value of \$349,098 for the Project; and
3. A Project allocation amount of \$29,092.00 (~10%) for engineering, inspection, survey and project management for the Project.

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

BACKGROUND

The Project scope consists of the installation of a prefabricated restroom building, an Exeloo, including all related site work, excavation and compaction, along with new electrical connections, and irrigation system rerouting work resulting from the new restroom foundation installation. Additionally, the project includes the related civil engineering work such as utilities for sewer and water, site work, sidewalk construction and grading. The restroom building has already been purchased by the City, and the scope of this present contract involves its installation and related sitework.

The work is tentatively scheduled to begin in the Fall 2025, and continue into the beginning of 2026 (70 working days), absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with the La Colonia Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

Capital Improvement Program (CIP) Reference:

Project No. **C2105** – Del Sol Park Improvements - Phase I - CIP 2025-2029 - Adopted June 4, 2024– Page 73.

Project No. **C2305** – Public Restroom Improvements - CIP 2025-2029 - Adopted June 4, 2024– Page 53.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) of this project was published on July 3, 2025, in the local newspaper. Additionally, the NIFB was posted on multiple online platforms, including the City's website, and distributed directly to 40 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were opened on August 12, 2025, and the City received the following:

NOHO CONSTRUCTORS:	\$290,915.00
ADA GENERAL ENG INC:	\$317,430.59
BLACKPOINTE GROUP:	\$343,117.00
AT YOUR SERVICE:	\$374,790.00
ESTATE DESIGN:	\$387,500.00
EJS CONSTRUCTION:	\$392,000.00
ARDALAN CONSTRUCTION:	\$412,000.00
THE NAZERIAN GROUP:	\$488,123.00
C.S. LEGACY CONSTRUCTION:	\$491,288.50
WAISMAN CONSTRUCTION:	\$563,000.00
RAMSA CONSTRUCTION INC:	\$780,000.00

The lowest bidder is NoHo Constructors (NoHo) and its bid is responsive to the City's NIFB. Following this determination, Public Works procurement staff reviewed all documentation received from NoHo and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to NoHo Constructors.

In addition to the project award amount of \$290,915.00, Staff recommends authorizing \$87,275.00 for the project, which includes \$58,183.00 for project contingency (20% of the contract costs; higher than the typical 10% due to the increased likelihood of encountering unforeseen construction circumstances in the field such as unmarked underground utilities and \$29,092.00 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$378,190.00.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$378,190.00, which includes the construction agreement, contingency, and engineering support services. This project will be funded from a combination of sources. As of the drafting of this staff report on October 1, 2025, the Del Sol Park Improvements Phase I (C2105) has \$61,988 available in Quimby funds and the Public Restroom Improvements Project (C2305) has approximately \$2M total from the Measure O and General Fund for a total of approximately \$2.1M available to fund this Project. This is an ongoing CIP project and as such, staff time may continue to be charged to project C2105, utilizing Quimby funding, after the October 1, 2025 drafting date. Therefore, the construction cost remaining beyond that available in project C2105 will be accounted for in the citywide public restroom project (C2305).

Project	Fund Number	Fund Name	Total Available Project Budget
Del Sol Park Improvements Phase 1 (C2105)	Fund 351 Sub-Fund 8122	Quimby	\$61,988
Total Available Project Budget (C2105)			\$61,988
Public Restroom Improvements (C2305)	Fund 101	General Fund	\$1,523,601
	Fund 104	Measure O	\$531,840
Total Available Project Budget (C2305)			\$2,055,441
Total Available Budget			\$2,117,429

The ongoing maintenance cost for Del Sol Park Improvements Phase I Project is anticipated to have no significant initial impacts on the Parks Department Operating budget. The service presently applied to the existing restroom will be redirected to the new Exeloo restroom, once installed. Exeloo restrooms are relatively new to the City and the cleaning costs and maintenance associated with them have limited historical data to build a trend for comparison.

COMMITTEE OUTCOME

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

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32600123
2. C2305 Public Restroom Improvement Budget Tracking

**CONSTRUCTION CONTRACT FOR
DEL SOL PARK IMPROVEMENTS PHASE 1 - NEW RESTROOM BUILDING PROJECT
SPECIFICATION NO. PW 24-14**

**BY AND BETWEEN
THE CITY OF OXNARD
AND
NOHO CONSTRUCTORS**

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this _____ day of _____, 2025 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and NoHo Constructors (“Contractor”). Contractor’s license number is 1028269. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the DEL SOL PARK IMPROVEMENTS PHASE 1 – NEW RESTROOM BUILDING PROJECT as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 24-14 (the “Project”); and

WHEREAS, on July 3, 2025, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the Oxnard City Council duly accepted Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:
1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
 2. Change Orders issued and approved by the City;
 3. Regulatory Permits as may be required by law;
 4. Bid Addenda issued by the City;
 5. Notice Inviting Bids and Instructions to Bidders;
 6. Plans
 7. Special Provisions
 8. General Provisions
 9. Appendices
 10. Bid Forms and attachment thereto;
 11. Performance Bond;
 12. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

- E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.
- F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
 - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

- A. The Contractor shall possess a valid Class A General Engineering or Class B General Building Contractor's license issued by California's Contractors State License Board.
- B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.
- D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO HUNDRED NINETY THOUSAND NINE HUNDRED FIFTEEN DOLLARS ONLY, (\$290,915.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of seventy (70) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.
- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by

the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

- C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may

proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.

4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

- A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 1. Immediately discontinue the Work to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
 4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- C. Upon such termination, the Contractor will be paid without duplication for:
 1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
 2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
 3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

- D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all

Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.
- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
 - 1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct; and
 - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
 - 2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
 - 3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.
- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other

applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.
- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of five hundred dollars (\$500) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City

business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-E attached as Exhibit B to this Contract.

15. RESERVED

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:
 1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
 3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor

for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.
- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents."

20. REPORTS; BOOKS AND RECORDS; AUDIT

- A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.
- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and their designee(s) shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

- A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.
- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity

existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

- A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: City of Oxnard
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: NoHo Constructors
11012 Ventura Blvd., Suite 1259
Studio City, CA 91604

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.
- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This 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. Each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

CONTRACTOR

☒ Luis A. Mc Arthur, Mayor¹ _____ Date _____
☐ Purchasing Agent

 Bryce Greenstein, President ² _____ Date _____

 Vananda Nani Cholakians, Vice President & CFO _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBITS

Exhibit A:	Contractors Bid Proposal.
Exhibit B:	Form INS-E: Insurance Requirements.
Exhibit C:	[RESERVED]
Exhibit D:	[RESERVED]
Exhibit E:	[RESERVED]
Exhibit F:	[RESERVED]
Exhibit G:	Grant of Non-Exclusive Right of Entry Agreement
Bonds	

The corresponding exhibits and forms contained within follow.

EXHIBIT A

BID SCHEDULE

DEL SOL PARK IMPROVEMENTS PHASE 1 - NEW RESTROOM BUILDING PROJECT SPECIFICATION NO. PW 24-14

Bidder's Company Name: NoHo Constructors

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE (+/- \$)	ITEM TOTAL COST
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	1000-3	LS	1	\$14,000.00	\$14,000.00
2.	Stormwater Pollution Prevention Plan or SW-1	1001-3	LS	1	\$1,000.00	\$1,000.00
3.	Temporary Fencing and Protection	1002-4.1	LS	1	\$6,500.00	\$6,500.00
4	Traffic Control, Postings, and Notifications	1003-4.1	LS	1	\$2,500.00	\$2,500.00
5	Grading and Compaction	1004-4.1	LS	1	\$55,000.00	\$55,000.00
6	Concrete Removals	1005-4.1	SF	2,510	\$6.50	\$16,315.00
7	Miscellaneous Removals	1006-4.1	LS	1	\$1,700.00	\$1,700.00
8	Water Line Installation	1007-4.1	LF	75	\$110.00	\$8,250.00
9	Sewer/Drain Line Installation	1008-4.1	LF	150	\$85.00	\$12,750.00
10	Concrete Work	1009-4	CY	44	\$1,500.00	\$66,000.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE (+/- \$)	ITEM TOTAL COST
11	Prefabricated Restroom Building Installation	1010-4.3	LS	1	\$22,000.00	\$22,000.00
12	Drinking Fountain with Bottle Filling Station	1011-4.1	LS	1	\$9,200.00	\$9,200.00
13	Fold Down Bollards	1012-4.1	EA	7	\$500.00	\$3,500.00
14	Trash Receptacle	1013-4.1	EA	1	\$4,000.00	\$4,000.00
15	Accessible Parking Striping and Painted Curb	1014-4.1	LS	1	\$6,000.00	\$6,000.00
16	Tests and Identification	1016-4.1	LS	1	\$500.00	\$500.00
17	Basic Electrical Materials & Methods	1017-4.1	LS	1	\$3,500.00	\$3,500.00
18	Minor Electrical Demolition for Remodeling	1018-4.1	LS	1	\$1,800.00	\$1,800.00
19	Conduits	1019-4.1	LS	1	\$14,000.00	\$14,000.00
20	Conductors	1020-4.1	LS	1	\$4,000.00	\$4,000.00
21	Electrical Boxes	1021-4.1	LS	1	\$4,000.00	\$4,000.00
22	Wiring Devices	1022-4.1	LS	1	\$1,000.00	\$1,000.00
23	Name Plates and Warning Signs	1023-4.1	LS	1	\$1,200.00	\$1,200.00
24	Supporting Devices	1024-4.1	LS	1	\$2,200.00	\$2,200.00
25	Grounding	1025-4.1	LS	1	\$3,500.00	\$3,500.00
26	Irrigation System	1026-4.1	LS	1	\$20,000.00	\$20,000.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE (+/- \$)	ITEM TOTAL COST
27	Lawn Planting	1027-4.1	LS	1	\$5,000.00	\$ 5,000.00
28	Landscape Maintenance	1028-4.1	LS	1	\$1,500.00	\$1,500.00
TOTAL BID PRICE: \$ 290,915.00						

TOTAL BID PRICE IN DIGITS: \$ 290,915.00

TOTAL BID PRICE IN WORDS: Two Hundred Ninety Thousand, Nine
Hundred Fifteen dollars

Bidder's Company Name: NoHo Constructors

Signature:  Title: Vice President

Print: Nani Cholakians Date: 8/12/2025

EXHIBIT B
FORM INS-E: INSURANCE REQUIREMENTS
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a) Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b) Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c) If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.
 - d) Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.
 - e) Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-E. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org
3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE

(MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS

SPACE

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
 (Original signature required)

Telephone: () _____ Date Signed _____

[illegible]

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: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
 with an Aggregate of \$ _____ applies to _____
 coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

SAMPLE

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
- ☐ BUSINESS AUTO POLICY
- ☐ OTHER _____

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property 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, 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

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 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 _____

EXHIBIT C
RESERVED

EXHIBIT D
RESERVED

EXHIBIT E
RESERVED

EXHIBIT F
RESERVED

AGREEMENT MUST BE SIGNED BY AWARDED CONTRACTOR WHEN STAGING IN THE CITY PROPERTY

EXHIBIT G

GRANT OF NON-EXCLUSIVE RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT BY AND BETWEEN THE CITY OF OXNARD AND _____

THIS RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT (the "Agreement"), is made and entered into by and between the City of Oxnard, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as the "Grantor", and _____, a California corporation, hereinafter referred to as the "Grantee." Grantor and Grantee are sometimes hereinafter referred to individually as "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Grantor is the owner of certain properties located in the City of Oxnard, Assessor's Parcel Numbers 201-009-007, as more particularly described in Attachment A attached hereto and incorporated herein by this reference (the "Subject Properties"); and

WHEREAS, _____ is planning to secure a temporary non-exclusive right of entry on City of Oxnard property; and

WHEREAS, _____ will procure an agreement with a contractor who will utilize the Subject Properties for staging of construction equipment, materials, office trailer, vehicle parking and portable restrooms with overnight security; and

WHEREAS, In light of the benefits of the _____ and in cooperation with _____, the Grantee is requesting the Grantor to permit the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents to enter upon the Subject Properties in order to use the Subject Properties, as well as any restoration thereto, in accordance with this Agreement; and

WHEREAS, the Grantor desires to permit the Grantee to enter upon and use the Subject Properties in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. GRANT OF RIGHT OF ENTRY

The Grantor hereby grants the Grantee a temporary non-exclusive right of entry upon the Subject Properties for the purpose of use for working, lay down and staging areas, including the right to locate construction trailers and construction equipment, storing equipment and materials; on the areas shaded in pink and blue on Attachment "A" attached hereto and made a part hereof, hereinafter referred to as "staging area."

Section 2. GRANTEE'S RESPONSIBILITY

The Grantee shall, at its sole expense, perform, or cause to be performed, all of the services associated with installing, maintaining, operating, repairing, and removing any improvements necessary to make the Subject Properties suitable for safe use of Subject Properties, in a manner causing the least amount of interference with the Subject Properties, including, without limitation, taking reasonable precautions to assure the safety of persons and property on the Subject Properties.

The Grantee shall erect and maintain temporary fencing and gates with a locking device to enclose the areas of use, and shall remove such fencing and gates at the end of the term of this agreement.

The Grantee shall comply with all applicable laws, ordinances, and regulations pertaining to its use. Grantee is required under State and local law to re-stabilize any disturbed locations within the area of use in order to control soil erosion and sediment runoff at the conclusion of the use of the Subject Properties by Grantee.

The Grantee shall restore, replace, or repair, as applicable, any of the Grantor's property damaged or destroyed as a result of the Grantee's right of entry on the Subject Properties during the Term of this Agreement.

Section 3. INDEMNIFICATION

The Grantee shall indemnify, defend, and hold harmless the Grantor, and its respective officers, officials, employees, agents, representatives, and assigns from and against any and all actions, suits, proceedings, claims, demands, losses, costs, expenses, and judgments for any injury or damage of any type claimed that may involve the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents resulting from or arising out of this Agreement, except in the case of Grantor's gross negligence or willful misconduct

Section 4. COMPENSATION [Optional]

~~Monthly Base Rent. During the Initial Term, Grantee shall pay to Grantor as rent for the Subject Properties, the amount of _____ (\$____.00) per month (the "Monthly Base Rent"), for a total amount of _____ (\$____.00) as compensation for the Right of Entry use of Subject Properties. If Grantee extends the term of the Agreement, Grantee will pay Grantor Five hundred dollars (\$____.00) per month and shall continue thereafter per month or for any portion thereof.~~

Section 5. TERM

The Term of this Agreement shall commence on _____, ____ (the "Effective Date") and shall terminate on _____, ____ (the "Expiration Date").

However, if the work is not completed by the Expiration Date the right of entry shall be extended for thirty (30) calendar days after the Expiration Date of this Agreement, then Grantee's right to enter the Subject Properties for the purpose of performing the work shall expire on that date (the "Extended Expiration Date"). A request to postpone the Expiration Date any further than the Extended Expiration Date shall be accompanied by revised proposed scope of services and shall require the prior written approval of the Grantor.

Section 6. TERMINATION OR SUSPENSION

If Grantee is in violation of the terms and conditions set forth herein, this Agreement may be terminated or suspended provided Grantor provides Grantee with written notice of such violation. Grantee shall have thirty (30) calendar days from the date of receiving said written notice of violation, to cure such violation. In the event Grantee fails to cure the violation within the time prescribed herein, Grantor has the right but not the obligation to terminate this agreement at which point Grantee shall remove all of Grantee's or its contractors equipment materials and fencing, etc. and shall restore the Subject Properties to its original conditions.

Section 7. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 8. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the Grantor: The City of Oxnard [ATTN] Address

To the Grantee: Contractor [ATTN] Address

b. Notices and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

c. The parties to this Agreement may change their notification addresses from time to time upon written notice to one another.

Section 9. INSURANCE

14. INSURANCE

Grantee shall procure and maintain at its own expense at all times during the period covered by this Agreement the following policies of insurance as approved by the City's Risk Manager as set forth in INS-E attached.

Section 10. INTERPRETATION

Any rule of construction which states that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Section 11. WAIVER

a. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective, unless executed in writing and signed by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 12. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 13. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 14. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 15. RIGHTS AND REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 16. MUTUAL COOPERATION

The parties hereto agree that they will each cooperate with the other, and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this Agreement, and shall make diligent response to inquiries and requests for information from the other party.

Section 17. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable Court of competent jurisdiction in the County of Ventura, California.

Section 18. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this

Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 19. AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

Section 20. COUNTERPARTS

This Agreement may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of _____, 2025.

GRANTOR

The City of Oxnard

By: _____

Public Works Director

Approved as to Form

By: _____
Stephen M. Fischer
City Attorney

GRANTEE

By: _____

ATTACHMENT A

(SUBJECT PROPERTIES) Parcel Numbers:

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to NOHO CONSTRUCTORS, 11012 VENTURA BOULEVARD, SUITE 1259, OXNARD, CA 91604 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as DEL SOL PARK IMPROVEMENTS PHASE 1 – NEW RESTROOM BUILDING PROJECT SPECIFICATION NO. PW 24-14.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of TWO HUNDRED NINETY THOUSAND NINE HUNDRED FIFTEEN DOLLARS ONLY (\$290,915.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its _____

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to NOHO CONSTRUCTORS, 11012 VENTURA BOULEVARD, SUITE 1259, OXNARD, CA 91604 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as DEL SOL PARK IMPROVEMENTS PHASE 1 – NEW RESTROOM BUILDING PROJECT SPECIFICATION NO. PW 24-14.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of TWO HUNDRED NINETY THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$290,915.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its _____

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Public Restroom Improvements C2305	Construction Contract Award	Authorized Contingency	ESPIM Authorized Funding	Total Project Value	Budget Balance
Starting Budget Balance					\$2,523,601.06
College Estates Park Restroom PW 23-28 32500358	\$381,800.00	\$48,180.00	\$38,180.00	\$468,160.00	\$2,055,441.06
Del Sol Park Restroom PW 24-14 ³ 32600123	\$290,915.00	\$58,183.00	\$29,092.00	\$378,190.00	\$1,677,251.06

Design Phase Contract

Seaview Park Restroom PW 21-21 ⁴ 32600089	\$295,743.00	N/A	N/A	\$295,743.00	N/A
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Completed Restroom Projects

Pleasant Valley Park Restroom PW 21-84 ¹ A-8485	\$217,500.00	\$24,661.56	\$21,750.00	\$263,911.56	N/A
Community Center East Park PW 22-116 ² A-8489	\$295,500.00	\$29,550.00	\$29,550.00	\$354,600.00	N/A

¹ Partially funded by Project C2019 utilizing CBDG funds (\$60,000)

² Fully funded by Project C1810 utilizing CDBG funds

³ Partially funded by Project C2105 utilizing Quimby funds (\$77,970)

⁴ Fully funded by Project C1311 utilizing Quimby funds (\$295,743)



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8

DATE: October 21, 2025

TO: City Council

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

SUBJECT: Agreement 32600117 with Griffin Structures, Inc. for the Oxnard Police Department Facilities Planning and Feasibility Study, Specification #25-129.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Griffin Structures, Inc. for a total contract amount not to exceed \$250,000 with a term of six months from November 3, 2025, and ending on May 2, 2026, with the option of one consecutive six-month term extension ending November 2, 2026, for the development of the Oxnard Police Department Facilities Planning and Feasibility Study for the Engineering Division.

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

BACKGROUND

The Oxnard Police Department has determined that its facilities have generally exceeded their useful service life and, in some instances, no longer adequately support the department's current and projected future operational needs. To address these challenges, this project will deliver comprehensive strategic assessment and planning guidance that will take into account anticipated future growth to ensure the Police Department's facilities can accommodate its long-term personnel and operational requirements. For more details about the project scope of work and deliverables, please see Exhibit A to the attached Agreement.

Capital Improvement Program (CIP) Reference:

Project No. **C2550** – Oxnard Police Department Facilities Planning and Feasibility Study Project - CIP 2025-2029 - Adopted June 4, 2024– Page 50.

DISCUSSION

On May 18, 2025, the Purchasing Department released a Request for Proposal (RFP) PW 25-129 for the Oxnard Police Department Facilities Planning and Feasibility Study. The RFP was directly sent to seven potential firms and published on www.PublicPurchase.com as well as the City's Purchasing website. The solicitation closed on June 28, 2025, and four proposals were received.

A proposal evaluation panel, consisting of one Senior Project Manager and two Project Managers from the Public Works Engineering Division, evaluated the proposals. After a thorough review, the panel selected Griffin Structures, Inc. as the most qualified firm, based on a range of criteria including the company profile, staff qualifications, experience, approach, and overall responsiveness to the RFP. Griffin Structures, Inc. also meets all City contractual requirements, including a business tax certificate, insurance, and corporate registration with the California Secretary of State.

The technical complexity of this project requires expertise beyond the City staff capabilities; utilizing a contracted

professional for this effort also allows for the present CIP project workload to be handled by existing City staffing levels. Based on the evaluation mentioned above, it is anticipated that Griffin Structures, Inc. will be the best firm for this project, due to their deep experience with police station-specific projects in California. Their demonstrated, specialized knowledge and documented track record of successfully completed projects indicates they are well-equipped to deliver a comprehensive and effective Police Department Facilities Planning and Feasibility Study.

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

The total cost for this Agreement with Griffin Structures, Inc. shall not exceed \$250,000 over the one-year term, if extended, for the Oxnard Police Department Facilities Planning and Feasibility Study Project. The Oxnard Police Department Facilities Planning and Feasibility Study Project (C2550) has available project funding of \$300,000 from the General Fund (101).

For Finance Use Only: Capital Outlay Fund (Org. 3012131 Obj. 56050)

COMMITTEE OUTCOME

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

Prepared by: Jason Benites, Police Chief, Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32600117

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND GRIFFIN STRUCTURES, INC.**

By This Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of Griffin Structures, Inc., (“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.”

1. INTENTIONALLY OMITTED.

2. SUMMARY DESCRIPTION OF SERVICES.

Conduct a Feasibility Study assessing the space needs of two Police Department facilities: Headquarters located at 251 S C St., and the Sturgis Building located at 3001 Sturgis Road, Oxnard. The study will include a plan to efficiently implement facility improvements and will include the development of an Implementation Plan and address space needs to accommodate future department growth, prioritize strategies, and identify potential funding sources.

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.

Griffin Structures, Inc., a corporation of the State of California, located at:
1 Technology Drive, Suite i829, Irvine, CA 92618.

4. TERM OF AGREEMENT: From: November 3, 2025 To: May 2, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (1) one consecutive (6 month) six-month 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: \$250,000.00.

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: Reserved
 Exhibit E: Living Wage Policy
 Exhibit F: Prevailing Wage Policy

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: Tamara Flynn Title: Project Manager Phone: (805) 342-5735 Email: tamara.flynn@oxnard.org Address: 305 W. Third St., 2 nd Floor Oxnard, CA 93030	Consultant Designated Representative Name: Dustin Alamo Title: Vice President Phone: (949) 497-9000 X263 Email: dalamo@griffinstructures.com Address: 1 Technology Dr., Suite i829 Irvine, CA 92618
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
- B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.

- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- 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: pwengineeringap@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. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of six (6) months. **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. RESERVED.

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

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

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all

technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and

expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

- A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.
 - (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. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit “F” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. RESERVED.

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

GRIFFIN STRUCTURES, INC.

☒ Luis A. Mc Arthur, Mayor¹ _____ Date
☐ Jennifer Hiraoka, Purchasing Manager² _____

Dustin Alamo,
Vice President _____ Date

Mark Hoglund,
Chief Financial Officer³ _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

³ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Griffin Structures, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Tamara Flynn/ (805) 342-5735/ tamara.flynn@oxnard.org

This work includes engineering analysis, cost benefit-analysis, cost estimating, alternative scoping and scheduling prioritization of alternatives, evaluation of maintenance costs, and documentation. This scope of work is intended to provide a broad framework. However, the Consultant shall add tasks and clarifications as needed based upon their experience and understanding of this project.

Task 1: Program Management

Project Management. Consultant shall coordinate all efforts of the Project Team that includes representatives from various City of Oxnard (City) departments. The Consultant shall facilitate regular progress meetings and provide monthly written updates on the Project status and budget.

Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a “kick-off” meeting with the City staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume two (2) hours for the kick-off meeting with staff members

Progress Meetings. Consultant shall host monthly meetings with the City. The Consultant is responsible for developing the meeting information and agenda prior to the meeting and providing meeting minutes within three (3) business days following the meeting. The Consultant shall assume one (1) hour for each meeting.

Project Schedule. Consultant shall develop a Project Schedule that details all tasks needed to meet deliverables described in this RFP. The Project Schedule shall be submitted with the Proposal. The Project Schedule shall be updated after each Progress Meeting, as part of the meeting minutes, showing progress of each task on a monthly basis.

Project Coordination. Consultant shall coordinate all the services of sub-consultants, including site visits and inspections, and shall ensure coordination with the City operations, the project manager, and other necessary staff as outlined by the City.

Invoicing. The Consultant shall submit monthly invoices that include a breakdown of hours worked for each staff member working on the project and the contribution of each staff member to the project. The invoice should also indicate the level of completion for each task to ensure the Consultant is within budget. All supporting documentation shall be in a format that is acceptable to the City.

Invoices requiring an amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to pwengineeringap@oxnard.org.

Task 2: Data Gathering, Site Visits, and Preliminary Investigations

The Consultant shall review and assess existing data and reports, relative to the Project and conduct all necessary site visits, investigations, and analysis required to identify the project needs. This includes:

- Existing and available records/reports provided by the City/stakeholders and research by the Consultant.
- Existing Facility Condition Assessment (included as an attachment).
- Input and information from key stakeholders.
- Existing conditions.

It is expected that the Consultant will utilize available mapping and develop their own exhibits as needed to complete the deliverables.

Task 3: Goals and Objectives

The Consultant will identify and refine the Project Goals and Objectives that will be used to evaluate the range of alternatives for their effectiveness and priority. These Goals and Objectives shall be developed in concert with the Stakeholders, including the Public Works and Police Departments. The Goals and Objectives may be broad in scope, however, some form of performance metrics and/or criteria shall be established to gauge each alternative. The actual evaluation will be done in a subsequent task below.

Task 4: Optimization of Space Needs

The Consultant will assess the Police Department's current and future space requirements to ensure efficient use of facilities. This evaluation will include:

Assessment of Existing Office Spaces

- Review the current layout, functionality, and efficiency of the Headquarters and Sturgis Buildings.
- Identify underutilized or overcrowded areas and recommend adjustments.
- Evaluate shared spaces, storage, and specialized areas (e.g., evidence rooms, briefing rooms, and administrative offices).
- Assess ADA compliance and accessibility within office spaces.

Future Growth Considerations

- Analyze department staffing projections and operational needs over the next 10–20 years.
- Identify potential space constraints as the department expands.
- Recommend flexible and scalable solutions to accommodate future growth.
- Explore co-location opportunities to improve operational efficiency.

Space Optimization Strategies

- Propose reconfigurations or relocations to enhance workflow and collaboration.
- Integrate modern workplace solutions such as open workspaces, shared resources, and technology-driven efficiencies.
- Develop a phased implementation approach to minimize disruptions to daily operations.
- Ensure alignment with City facility planning efforts and potential funding sources.

This analysis will inform the overall Implementation Plan, ensuring that facility improvements not only address current deficiencies but also support long-term operational needs.

Task 5: Facility Condition Assessment Analysis

Using the existing facility condition assessment, the Consultant will develop a strategic approach for upgrading Police Department facilities. This process will include:

Review of Facility Condition Assessment

- Analyze findings from the February 2024 facility condition assessment for the Headquarters and Sturgis Buildings.
- Identify critical deficiencies, structural concerns, and maintenance priorities.
- Evaluate existing mechanical, electrical, and plumbing (MEP) to determine upgrade needs.

Prioritization of Facility Upgrades

The Consultant will review six unfunded projects listed in the City's 2025-2029 Capital Improvement Plan (CIP, Page 189, Items 1, 2, 3, 8, 9, and 11) and develop a strategy for their optimal execution.

- Police Department Headquarters Relocate Public Safety 911 Center
- Police Department New locker rooms and Wellness room
- Police Department Headquarters Lobby Renovation/ ADA Compliance
- Police Department Headquarters Major Crimes Unit Relocation
- Police Department Headquarters Public Safety Restroom and Locker Room Renovation

- Police Department Headquarters Weight Room Re-Roof, dry rot, and termite.

Categorize upgrades based on urgency, cost-effectiveness, and impact on operations.

Align improvements with department priorities and future growth considerations.
Ensure ADA compliance and other regulatory requirements are met.

The Consultant will provide recommendations on how to implement these projects while considering future department growth.

Task 6: Improvement Strategies Analysis Report

The Consultant will compile findings from task 4 & 5 into a comprehensive report that includes:

- Assessment of facility conditions and space utilization.
- Prioritized recommendations for facility improvements and space optimization.
- Cost estimates and phased implementation strategy.
- Identification of funding opportunities.
- Presentation of findings to City Engineering & Police Departments.

This report will provide a clear, actionable roadmap for facility upgrades and space planning, ensuring the Police Department's needs are met efficiently and cost-effectively.

Task 7: Development of an Implementation Plan

The Consultant will collaborate with the City of Oxnard and the Police Department to develop a comparative evaluation methodology for assessing and prioritizing facility improvement and upgrade strategies. The goal is to establish a data-driven, value-based approach that ensures the best allocation of resources while meeting the Police Department's objectives.

The final Implementation Plan will outline a clear roadmap for executing prioritized facility upgrades and space improvements.

Key Components of the Implementation Plan

Strategy Evaluation & Prioritization

- Develop a comparative methodology to assess facility improvement strategies.
- Evaluate cost, operational impact, feasibility, and alignment with Police Department goals.
- Group high-value projects for efficient implementation.

Funding Source Identification

- Identify local, state, and federal funding opportunities.
- Align strategies with applicable grants, bonds, and city budget allocations.
- Provide a funding matrix matching project with potential funding sources.

Phased Implementation Approach

- Develop a phasing plan that aligns with funding availability and project urgency.
- Ensure a logical sequence of improvements to prevent rework and minimize disruption.

Implementation Schedule

- Establish a realistic timeline for executing the selected strategy.
- Define key milestones, deadlines, and dependencies.

Engineer's Estimate of Probable Cost

- Provide cost estimates for each prioritized strategy or project grouping.
- Include a contingency plan for budget adjustments.

Task 8: DELIVERABLES

- Draft and Final Implementation Plan (assume two rounds of revisions).

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Griffin Structures, Inc.)

SCHEDULE OF COMPENSATION

ITEM NO.	DESCRIPTION	GRIFFIN STRUCTURES					DESIGN TEAM		FUNDING	TOTAL
		Project Manager	Program Analyst	Program Analyst	Program Analyst	Cost Estimator	Project Architect	LPA Design Team	Townsend Public Affairs	
		Dustin Alamo	Ariana Ramzian	Krista Beatie	Hailey Muller	Ryan Craven	Jeremy Hart	Blended Rate	Blended Rate	
		\$280	\$235	\$235	\$235	\$240	\$280	\$240	\$250	
1	PROJECT MANAGEMENT AND ADMINISTRATION									\$10,280
	Kickoff Meeting	4	4	4	-	-	4	-	-	
	On-Going Project Management	20	-	-	-	-	2	-	-	
2	DATA GATHERING AND PRELIMINARY INVESTIGATIONS									\$33,220
	Data Collection, Questionnaire Development and Inventory of Space in Use	4	8	4	4	-	-	-	-	
	Interviews w Department Staff Projections	8	8	8	-	-	-	-	-	
		8	8	8	-	-	-	-	-	
		8	20	40	-	-	-	-	-	
3	GOALS AND EVALUATION CRITERIA									\$13,520
	Workshop	4	20	8	4	-	-	-	-	
	Priorization Memo	4	8	4	4	-	-	-	-	
4A	SPACE NEEDS DEVELOPMENT									\$36,150
	Space Projections	16	80	20	4	-	-	-	-	
	Parking Projections	4	4	20	2	-	-	-	-	
4B	CONCEPTUAL DESIGN									\$67,450
	Adjacency / Proximity Diagrams	4	4	2	-	-	20	40	-	
	Conceptual Site and Floor Plan	4	4	2	-	-	40	80	-	
	Phasing Plan (as needed)	4	2	-	-	-	20	40	-	
5	FACILITY CONDITION REVIEW AND INTEGRATION									\$16,240
	Review Previous Report and As-Built Information	4	-	2	-	-	4	8	-	
	Workshop FCA Verification	4	-	8	2	-	4	8	-	
	Integrate Findings	4	-	2	2	-	4	8	-	
6	IMPLEMENTATION PLAN, COST MODELING AND PHASING STRATEGY									\$79,840
	Implementation Plan	20	-	40	4	4	4	-	-	
	Funding Review	16	-	-	-	-	-	-	40	
	Total Project Budget	20	-	4	-	80	4	-	-	
	Final Report / Presentation	12	40	16	8	4	4	-	-	
Subtotal Hours		172	210	192	34	88	110	184	40	990
Subtotal Cost		\$48,160	\$49,350	\$45,120	\$7,990	\$21,120	\$30,800	\$44,160	\$10,000	\$246,700
Reimbursables (insurance, reprographics, etc.)										\$3,300
GRAND TOTAL										\$250,000

EXHIBIT C

Exhibit INS-A

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Griffin Structures, Inc.)**

**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.

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 canceled in coverage 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, 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. 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 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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ 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/ \$500,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE		

INS-A.doc

INS-A.doc

EXHIBIT D

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Griffin Structures, Inc.)**

RESERVED

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Griffin Structures, Inc.)

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 \$20.06 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, 2025**

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 \$20.06 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 Griffin Structures, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: October 21, 2025

TO: City Council

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

SUBJECT: Second Amendment to Professional Services Agreement 32400346 with Huitt-Zollars, Inc. for the 4th Street Mobility Improvements and Downtown Bus Stop Improvements Projects.

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute a Second Amendment to an Agreement with Huitt-Zollars, Inc. in the amount of \$33,969.64 for a new, not-to-exceed agreement value of \$806,023.11 and extend the term to June 30, 2028, for the purpose of providing bid and construction phase assistance for the 4th Street Mobility Improvements Project (C2204); and
2. A project budget appropriation of \$74,152 from the available fund balance in the Mobility Fee Fund (Fund 350, subfund 8055) to the 4th Street Mobility Improvement Project (C2204) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

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

BACKGROUND

The CIP projects titled 4th Street Mobility Improvements and Downtown Bus Stop Improvements have goals of enhancing and, therefore, promoting the use of the 4th Street corridor to better and more safely attract and accommodate bicycle, pedestrian, and public transit modes of travel. This combined project will visually and functionally link the transportation hub of the John C. Zaragoza Oxnard Transit Center (JZOTC) with the resources of Downtown Oxnard and beyond. The majority of the project will extend from C Street to the JZOTC, with minor pavement marking work and signage continuing along Meta Street to 6th Street. The scope of the work will generally include the construction of streetscape enhancements such as sidewalks, Light Emitting Diode (LED) street and sidewalk lighting, curb extensions, Americans with Disabilities Act (ADA) improvements, traffic signal modifications, bike features (dedicated lanes, parking racks), benches, major bus stop improvements at B Street, resurfacing, decorative pavements, drainage improvements, and bus shelters with real-time arrival information displays.

Beyond the engineering design and bid phase, the construction of this project is partially funded through a partnership and agreement between the City and the Many Mansions organization. This partnership was established by City Council action originating on June 1, 2021, and by the subsequent ratification of an agreement signed on May 17, 2022. By including the 4th Street Mobility CIP project into Many Mansions' larger housing effort, Many Mansions was able to receive state Affordable Housing and Sustainable Communities (AHSC) program grant funding for both their Central Terrace Apartments affordable housing project and the City's 4th Street Mobility CIP project. The terms of the agreement are such that the City agreed to fund the cost of the construction of the 4th Street Mobility Project for the differential amount beyond the grant received from AHSC; this sum will not be known absolutely until the actual bids are received. However, for a rough-order-of-magnitude estimate, the grant amount from Many Mansions is expected to be approximately \$5.1M, while the current Engineer's estimate for construction is about \$9.9M (including a 10%

contingency), leaving a cost difference of approximately \$4.8M to be funded by the City. There are deadlines associated with both the AHSC housing grant and the CIP project transportation grant, necessitating timeliness to solicit the project for construction.

Capital Improvement Program (CIP) Reference:

Project No. **C2204** – 4th Street Mobility Improvements Project – CIP 2025-2029 - Adopted June 4, 2024 – Page 45.

Project No. **C2415** – Downtown Bus Stop Improvements Project – CIP 2025-2029 - Adopted June 4, 2024 – Page 109.

DISCUSSION

Huitt-Zollars (HZ) was awarded a Professional Services Agreement (#32400346) for the design of the 4th Street Mobility Improvements project on February 6, 2024. The February 6, 2024, staff report (attached for reference) listed out several tasks to be performed by HZ, including professional services for engineering support during the bid and construction phases. The inclusion of these two services in the staff report was an error. Neither the scope of work attached to the City Council-approved Agreement nor the cost proposal submitted by HZ included these two tasks. Even though not included in the original scope, these services are still needed as the project transitions into the bid, award, and construction phases. As such, at this time, staff recommends amending the existing contract with HZ to include these services so that they are available when the City enters into the bid and construction phases of the project.

It should be noted that two changes to the initial design scope were made since the award of contract to HZ. One original requirement of the AHSC grant was to provide downtown public restroom facilities as part of the 4th Street Mobility project. However, because the scope of an unrelated yet concurrent and adjacent CIP project, the Oxnard Transit Center Improvements, includes the addition of a prefabricated Exeloo unit, it was decided to remove the restroom design from the 4th Street Mobility effort. As a result, the grant funder (AHSC) adjusted its construction cost estimate and corresponding funding amount down by \$254,633. It should be noted that this amount would not nearly be enough to cover the cost of a new restroom somewhere along 4th Street. Additionally, midway through the design phase, it was realized through both internal staff discussion and input received from the community via project outreach meetings that additional design features were important to be added. These include the addition of power outlets at each street tree well (for holiday lighting), and purpose-built cross-street banner poles to advertise City events. Both of these changes were addressed with a contract amendment, Amendment 1, with HZ.

The scope of services in this proposed amendment includes engineering support through the bid and until the end of the construction phase. Some specific tasks include addressing requests for information (RFIs), producing bid addenda, processing and approving contractor submittals related to materials/parts included in the design, resolving design issues encountered in the field (if necessary), and other unforeseen construction-related items that may arise, all at the direction of City staff. These services are best and most appropriately provided by the Designer of Record (HZ, in this case), because of their familiarity with the design, and the inherent assumption of liability (and associated risk) that would be a consequence of City staff interpreting the design and then responding to contractor technical inquiries.

At this time, the design phase is complete; this work was funded through a California Transportation Commission (CTC) Active Transportation Program (ATP) grant. This grant's applicability was limited to work in the design phase, and has been leveraged in its entirety for that purpose. Since professional bid and construction support are needed, and grant funds are no longer available, it is recommended that the City's Transportation Mobility Fee funds (which are developer impact fees) be employed to cover the costs of the bid and construction phase services.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is currently a remaining contract capacity of \$57,702.36 available in Agreement 32400346 with HZ for the 4th Street Mobility Improvement Project (C2204) in the amount of \$40,181.86 and the Downtown Bus Stop Improvements Project (C2415) in the amount \$17,520.50. To accommodate the recommended bid and construction-phase support

services in the amount of \$91,672.00, staff is requesting to increase the original contract capacity by \$33,969.64, from \$772,053.47 to a new, not-to-exceed value of \$806,023.11. This will increase the contract capacity by \$74,151.50, which is recommended to complete these services. However, a budget appropriation to the 4th Street Mobility Improvement Project (C2204) to support all of these services is needed. Therefore, staff is requesting \$74,152.00 from the Mobility Fee Fund (Fund 350, subfund 8055) to be appropriated to the 4th Street Mobility Improvement Project (C2204). The Mobility Fee Fund has sufficient fund balance to cover the cost of this appropriation. It should be noted that the state grant funding previously awarded to the 4th Street Mobility Improvement Project (C2204), and used to cover the design costs for this project, is no longer available as it was specific to the design phase and has since expired. Any remaining appropriated amount from that grant will be adjusted administratively.

Project	Funding Source	FY 26 Budget Allocation	New Appropriation	Revised Budget Allocation
4th Street Mobility Improvements Project (C2204)	Mobility Fee Fund - 350 Sub-fund 8055	\$0	+\$74,152.00	\$74,152.00
Downtown Bus Stop Improvements Project (C2415)	Circulation System Impr Fund - 350 Sub-fund 8040	\$17,520.50	\$0	\$17,520.50
TOTAL		\$17,520.50	+\$74,152.00	\$91,672.50

COMMITTEE OUTCOME

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

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Huitt-Zollars, Inc. Second Amendment
2. Agreement 32400346 and First Amendment
3. June 1, 2021 Staff Report
4. Many Mansions Agreement
5. February 6, 2024 Staff Report

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment (“Second Amendment”) to the Professional Service (“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 Huitt-Zollars, Inc. (“Consultant”). This Second Amendment amends the Agreement entered into on February 7, 2024, by City and Consultant. The Agreement previously has been amended on June 26, 2025, by a First Amendment.

City and Consultant agree as follows:

1. In Section 5 of the Agreement, the Agreement End Date is amended to “June 30, 2028.”
2. The amount in Section 6 of the Agreement is hereby amended to \$806,023.11.
3. The reference to the Scope of Services Exhibit A everywhere it is listed in the Agreement is hereby amended to add also the Scope of Services Exhibit A-1. The Scope of Services Exhibit A-1 is attached hereto and incorporated herein by this reference
4. The reference to the Schedule of Compensation Exhibit B everywhere it is listed in the Agreement is hereby amended to add also the Schedule of Compensation Exhibit B-2025-1. The Schedule of Compensation Exhibit B-2025-1 is attached hereto and incorporated herein by this reference.
5. 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

HUITT-ZOLLARS, INC.

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

Kevin Carter, Vice President _____ Date

Cliff Wall, CFO³ _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

³ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A-1

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Huitt-Zollars, Inc.)

SCOPE OF SERVICES

Task 7: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown.
2. Attendance and participation in the mandatory pre-bid meeting.
3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 8: Construction Phase Services

Architectural and engineering services during construction shall include, at a minimum, the following:

1. Preconstruction Meeting: Attendance and participation in the Pre-Construction Meeting.
2. Project Progress Meetings: Attendance and participation in Project Progress Meetings as needed by the City with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget two (2) hours for each Project Progress Meeting, and one (1) hour travel time to and from meeting for a total of three (3) hours. The Consultant shall budget for a twelve month duration for the construction phase.
3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor. The Consultant shall budget for a total of 20 submittals and a minimum of three (3) hours for the first review. The Consultant shall budget for 25% of all submittals will require a resubmittal and additional review with a minimum of 1.5 hours budgeted for each resubmittal.
4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request. The Consultant shall budget for three change order requests to be submitted during the construction phase. The Consultant shall budget a minimum of eight (8) hours for each change order request.

5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.
6. Record Drawings: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 24" x 36" bond paper.

EXHIBIT B-2025-1

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Huitt-Zollars, Inc.)

SCHEDULE OF COMPENSATION

Firm Name: Huitt-Zollars, Inc.
Project No.: RFP 24-04
Project Title: Bidding & Construction Support for 4th Street Mobility Imps APTS81L-5129(107) & Downtown Bus Stop Improvements Projects
Date: Wednesday, August 13, 2025

BASIC SERVICES:	TASK # 1: Project Management			TASK #7&8: Bid & Construction Phase Services			TOTAL			
	DISCIPLINE	RATE	HRS	FEE	RATE	HRS	FEE	RATE	HRS	FEE
Huitt-Zollars - Project Management										
Principal in Charge	\$ 340.00		\$ -	\$ 340.00		\$ -	#DIV/0!	0	\$ -	
QA Manager	\$ 260.00		\$ -	\$ 260.00		\$ -	#DIV/0!	0	\$ -	
Project Manager	\$ 280.00		\$ -	\$ 280.00	16	\$ 4,480.00	280.00	16	\$ 4,480.00	
Sr. Project Support	\$ 125.00		\$ -	\$ 125.00	4	\$ 500.00	125.00	4	\$ 500.00	
			\$ -	\$ -		\$ -	#DIV/0!	0	\$ -	
			\$ -	\$ -		\$ -	#DIV/0!	0	\$ -	
Blended Rate / Subtotals	#DIV/0!	0	\$ -	\$249.00	20	\$ 4,980.00	249.00	20	\$ 4,980.00	
Huitt-Zollars - Survey										
Survey Manager	\$ 290.00		\$ -	\$ 290.00	0	\$ -	#DIV/0!	0	\$ -	
Senior Project Surveyor	\$ 235.00		\$ -	\$ 235.00	0	\$ -	#DIV/0!	0	\$ -	
Survey Crew (2 person)	\$ 315.00		\$ -	\$ 315.00	0	\$ -		0	\$ -	
Blended Rate / Subtotals	#DIV/0!	0	\$ -	#DIV/0!	0	\$ -	#DIV/0!	0	\$ -	
Huitt-Zollars - Civil										
Sr. Civil Engineer	\$ 250.00		\$ -	\$ 250.00	40	\$ 10,000.00	250.00	40	\$ 10,000.00	
Sr. Designer	\$ 195.00		\$ -	\$ 195.00	32	\$ 6,240.00	195.00	32	\$ 6,240.00	
EIT	\$ 165.00		\$ -	\$ 165.00	24	\$ 3,960.00	165.00	24	\$ 3,960.00	
Blended Rate / Subtotals	#DIV/0!	0	\$ -	\$210.42	96	\$ 20,200.00	210.42	96	\$ 20,200.00	
Huitt-Zollars - Architecture										
Sr Architect	\$ 240.00		\$ -	\$ 240.00	0	\$ -	#DIV/0!	0	\$ -	
Architect Inter 1	\$ 175.00		\$ -	\$ 175.00	0	\$ -	#DIV/0!	0	\$ -	
Architect Intern 2	\$ 135.00		\$ -	\$ 135.00	0	\$ -	#DIV/0!	0	\$ -	
Designer	\$ 160.00		\$ -	\$ 160.00	0	\$ -	#DIV/0!	0	\$ -	
Sr. Structural Engineer	\$ 270.00		\$ -	\$ 270.00	0	\$ -	#DIV/0!	0	\$ -	
Blended Rate / Subtotals	#DIV/0!	0	\$ -	#DIV/0!	0	\$ -	#DIV/0!	0	\$ -	
Huitt-Zollars - Landscape Architecture										
Sr. Landscape Architect	\$ 225.00		\$ -	\$ 225.00	40	\$ 9,000.00	225.00	40	\$ 9,000.00	
Landscape Architect	\$ 160.00		\$ -	\$ 160.00	16	\$ 2,560.00	160.00	16	\$ 2,560.00	
Landscape Architect Intern	\$ 120.00		\$ -	\$ 120.00	8	\$ 960.00	120.00	8	\$ 960.00	
Sr. CADD Technician	\$ 145.00		\$ -	\$ 145.00	4	\$ 580.00	145.00	4	\$ 580.00	
Blended Rate / Subtotals	#DIV/0!	0	\$ -	\$192.65	68	\$ 13,100.00	192.65	68	\$ 13,100.00	
Cotton Shires Assoc - Geotechnical										
Principal Professional			\$ -	\$ -	0	\$ -	#DIV/0!	0	\$ -	
Associate Professional			\$ -	\$ -	0	\$ -	#DIV/0!	0	\$ -	
Project Professional			\$ -	\$ -	0	\$ -	#DIV/0!	0	\$ -	
Technical Assistant			\$ -	\$ -	0	\$ -	#DIV/0!	0	\$ -	
Blended Rate / Subtotals	#DIV/0!	0	\$ -	#DIV/0!	0	\$ -	#DIV/0!	0	\$ -	
Fehr & Peers - Traffic, Lighting, Engagement										
Principal	\$ 208.56			\$ 208.56	24	\$ 5,005.44	208.56	24	\$ 5,005.44	
Project Manager	\$ 129.48			\$ 129.48	24	\$ 3,107.52	129.48	24	\$ 3,107.52	
Outreach Lead	\$ 211.28			\$ 211.28	4	\$ 845.12	211.28	4	\$ 845.12	
Design Support	\$ 181.28			\$ 181.28	16	\$ 2,900.48	181.28	16	\$ 2,900.48	
Drafter	\$ 114.09			\$ 114.09	12	\$ 1,369.08	114.09	12	\$ 1,369.08	
Planner	\$ 106.32			\$ 106.32	4	\$ 425.28	106.32	4	\$ 425.28	
Admin	\$ 133.59			\$ 133.59	8	\$ 1,068.72	133.59	8	\$ 1,068.72	
Blended Rate / Subtotals	#DIV/0!	0	\$ -	\$160.02	92	\$ 14,721.64	160.02	92	\$ 14,721.64	
SUB-TOTAL BASIC SERVICES	#DIV/0!	0	\$ -	\$ 192.03	276	\$ 53,001.64	\$ 192.03	276	\$ 53,001.64	
BASIC SERVICES % TOTAL FEE		0%	0%		100%	100%		100%	100%	
GRAND TOTAL	#DIV/0!	0	\$ -	\$ 192.03	276	\$ 53,001.64	\$ 192.03	276	\$ 53,001.64	
% TOTAL		0%	0%		100%	100%		100%	100%	

Firm Name: Huitt-Zollars, Inc.
 Project No.: RFP 24-04
 Project Title: Bidding & Construction Support for 4th Street Mobility Imps APTSB1L-5129(107) & Downtown Bus Stop Improvements Projects
 Date: 08/13/25

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES			TOTAL FEE W/ REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	Fixed Fee	
Huitt-Zollars - Project Management	Huitt-Zollars	\$ 249.00	\$ 4,980.00	\$ -	\$ 200.00	\$ 720.00	\$ 5,900.00
Huitt-Zollars - Survey	Huitt-Zollars	#DIV/0!	\$ -	\$ -		\$ -	\$ -
Huitt-Zollars - Civil	Huitt-Zollars	\$ 210.42	\$ 20,200.00	\$ -	\$ 500.00	\$ 2,900.00	\$ 23,600.00
Huitt-Zollars - Architecture	Huitt-Zollars	#DIV/0!	\$ -	\$ -		\$ -	\$ -
Huitt-Zollars - Landscape Architecture	Huitt-Zollars	\$ 192.65	\$ 13,100.00	\$ -	\$ 200.00	\$ 18,700.00	\$ 32,000.00
Cotton Shires Assoc - Geotechnical	Cotton Shires Assoc	#DIV/0!	\$ -	\$ -		\$ -	\$ -
Fehr & Peers - Traffic, Lighting, Engagement	Fehr & Peers	\$ 160.02	\$ 14,721.64	\$ -	\$ 750.00	\$ 14,700.00	\$ 30,171.64
SUB-TOTAL BASIC SERVICES	SUB-TOTAL		\$ 53,001.64	\$ -	\$ 1,650.00	\$ 37,020.00	\$ 91,671.64
BASIC SERVICES % TOTAL FEE	BASIC SERVICES		58%	0%	2%	40%	100%
GRAND TOTAL	GRAND TOTAL		\$ 53,001.64	\$ -	\$ 1,650	\$ 37,020	\$ 91,671.64
% TOTAL	%		58%	0%	2%	40%	100%

Engineering/Architecture

Principal	\$ 340.00
Sr. Project Manager	\$ 320.00
Design Principal	\$ 260.00
QA Manager	\$ 250.00
Project Manager	\$ 280.00
Sr. Civil Engineer	\$ 250.00
Sr. Structural Engineer	\$ 270.00
Sr. Mechanical Engineer	\$ 250.00
Sr. Electrical Engineer	\$ 250.00
Civil Engineer	\$ 225.00
Structural Engineer	\$ 200.00
Mechanical Engineer	\$ 200.00
Electrical Engineer	\$ 200.00
Plumbing Engineer	\$ 200.00
EIT	\$ 165.00
Sr. Architect	\$ 240.00
Sr. NL Architectural Staff	\$ 210.00
Architect	\$ 210.00
Architect Intern 3	\$ 175.00
Architect Intern 2	\$ 135.00
Architect Intern 1	\$ 120.00
Sr. Landscape Architect	\$ 225.00
Landscape Architect	\$ 160.00
Landscape Architect Intern	\$ 120.00
Sr. Designer	\$ 195.00
Designer	\$ 160.00
Sr. CADD Technician	\$ 145.00
CADD Technician	\$ 120.00

Interior Design

Sr. Interior Designer	\$ 170.00
Interior Designer	\$ 120.00
Interior Designer Intern	\$ 105.00

Survey

Survey Manager	\$ 290.00
Sr. Project Surveyor	\$ 235.00
Project Surveyor	\$ 160.00
Survey Technician	\$ 130.00

Survey Crews

1-Person Survey Crew	\$ 220.00
2-Person Survey Crew	\$ 315.00
3-Person Survey Crew	\$ 405.00

Construction

Construction Manager	\$ 180.00
Resident Engineer	\$ 165.00
Inspector/Owner's Representative	\$ 130.00
Sr. Project Representative	\$ 125.00
Resident Project Representative	\$ 100.00

Administrative

Sr. Project Support	\$ 125.00
Project Support	\$ 115.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost
Mileage	IRS Standard Business Mileage Rate

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND HUITT-ZOLLARS, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Huitt-Zollars, Inc. ("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, this Agreement is entered into as a result of the Master Agreement Administering Agency-State Agreement for State Funded Projects, Agreement No. 07-5129S21 and Program Supplement No. A051, attached hereto as Exhibit D and incorporated herein by this reference, for the 4th Street Mobility Improvements and Downtown Oxnard Bus Stop Improvements Project, (the "Project"); and

WHEREAS, per item 1 in the Program Supplement No. A051, CONSULTANT shall adhere to any and all sections, items, attachment(s), and amendment(s) of the Master Agreement and Program Supplement in addition to the terms and conditions of this Agreement including Exhibit E, incorporated herein by this reference; and

WHEREAS, in the event of any conflict between the terms of this Agreement or any other incorporated document or attachment, and the Master Agreement and Program Supplement, the terms set forth in Exhibit E as required by the Program Supplement shall control; and

WHEREAS, CONSULTANT represents that it is fully qualified 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 the services of a qualified Consultant to provide, on an independent contractor basis, for 4th Street Mobility Improvements and Downtown Bus Stop Improvements

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES.

Design and engineering of mobility improvements along 4th Street from C Street, through Meta Street to 6th Street; and bus stop improvements at 53 locations in downtown Oxnard. All design work is required to be completed by March 2025.

Consultant will perform the following services:

Task 1: Program Management

Task 2: Data Gathering, Site Visit, and Preliminary Investigations

Task 3: Public Engagement

Task 4: Schematic Design

Task 5: Design Development

Task 6: Final PS&E

3. ON CALL AGREEMENT. This is not an "on call" or "as needed" service agreement.

4. PARTIES.

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 305 West Third Street, Oxnard California 93030

Huitt-Zollars, Inc. ("CONSULTANT"), a corporation of the State of Texas, approved to perform business in California, located at 90 E. Thousand Oaks Blvd., Suite 201, Thousand Oaks, CA 91360

5. TERM OF AGREEMENT: From: February 7, 2024 to June 30, 2027.

5.1 Time is of the essence in this Agreement.

5.2 This Agreement does not have any options to extend.

5.3 [Intentionally Omitted]

5.4 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

6. AGREEMENT AMOUNT NOT TO EXCEED: \$772,053.47.

7. 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: Master Agreement and Program Supplement
Exhibit E: Caltrans Project Requirements
Exhibit F: Living Wage Policy
Exhibit G: Prevailing Wage Policy

8. 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: Debbie O'Leary,
Division: Transportation & Mobility
Title: Interim Transportation Manager
Phone: 805-200-5283
Email: Debbie.Oleary@oxnard.org

CONSULTANT Designated Representative:
Name: Kevin Carter, PE
Division:
Title: Vice President/ Managing Principal
Phone: 805-418-1802 ext 11555
Email: kcarter@huitt-zollars.com

9. CONTRACTUAL PREREQUISITES.

9.1 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.

9.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

9.3 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.

9.4 All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

9.5 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.

10. CONSULTANT'S SERVICES.

10.1 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 12 of this Agreement.

10.2 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.

11. COMPENSATION.

CITY will be receiving State and/or Federal grant funds. CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 6 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

12. PAYMENT & 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.

12.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those

Services, and total amount due for the month. Invoices may be emailed to: invoices@oxnard.org.

12.2 Non-Appropriation of Funds. Payments to be made to CONSULTANT by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12.3 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.

12.4 CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by CONSULTANT or materials or products provided to CITY by CONSULTANT, CONSULTANT shall pay the sales tax. CITY shall not reimburse CONSULTANT for sales taxes paid by CONSULTANT.

13. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 5.2 and 5.3 of the 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 5.2, then this Agreement shall not be extended.**

14. 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, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

15. 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 31 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.

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 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 or employees are in any manner agents 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. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

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.

19.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. 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.

19.2. 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.

19.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

19.4. 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.

19.5. 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 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) 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 6254.5.

19.6. 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.

19.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by CONSULTANT in reliance on any Confidential Information disclosed under this Agreement.

20. 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.

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.

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 6. 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. 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.

24. 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.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 Except as set forth in Subsection 23.3 of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, (but not including the City's construction contractors or other consultants) 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.

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. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

25.2 The duty to defend is a separate and distinct obligation from CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

25.3 The provisions of this Subsection 25.3 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.

25.3.1 Notwithstanding the provisions of Subsections 25.1 and 25.2 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.

25.3.2 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 shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees, or any other party for whom Consultant is not legally liable.

25.4 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 Section 26, inclusive 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.

25.5 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.

25.6 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

26. 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.

27. 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 D" 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 duty to pay the correct wage is the responsibility of the CONSULTANT.

28. PREVAILING WAGE REQUIREMENTS.

28.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

28.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

28.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

28.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

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. This section is in addition to any conflict requirements stated in the Grant documents.

30. 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.

31. [RESERVED]

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

43. 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.

44. 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's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

45. 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.

46. ACKNOWLEDGEMENT.

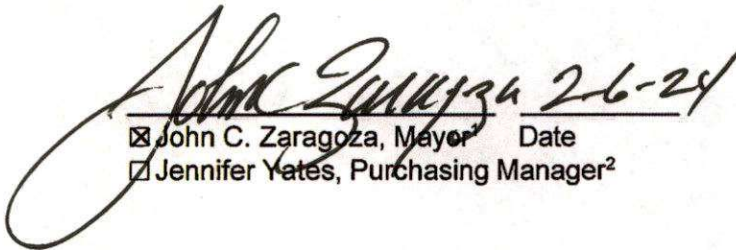
By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

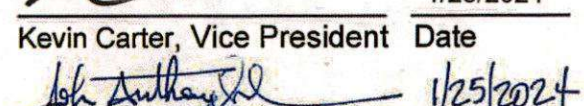
[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 5 and upon signature of all Parties.

CITY OF OXNARD

HUITT-ZOLLARS, INC.


☒ John C. Zaragoza, Mayor Date
☒ Jennifer Yates, Purchasing Manager²

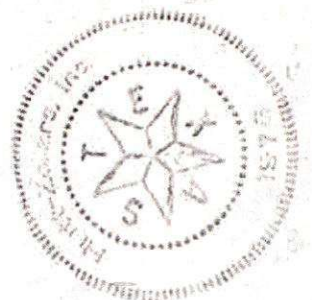

Kevin Carter, Vice President Date 1/25/2024

John Anthony Sosebee, PE Date 1/25/2024
Secretary and Sr. Vice President³ Date

ATTEST:


Rose Chaparro, CITY Clerk Date 2/6/24
(only if Mayor authorizes)

APPROVED AS TO FORM:


Stephen M. Fischer, CITY Date 2/1/2024
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:

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

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Huitt-Zollars, Inc.)**

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Debbie O'Leary, 805-200-5283, debbie.oleary@oxnard.org

The following is the Scope of Services as outlined in the Request for Proposal 24-04, which is supplemented by Huitt-Zollars Statement of Qualifications, dated August 31, 2023 with the amended Fee Proposal dated October 20, 2023 (revised 12/22/2023), which are included by reference.

Task 1: Program Management

1. **Project Management.** Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard's Public Works Department and City Manager's Office (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. **Project Kick-off Meeting.** At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City.
3. **Progress Meetings.** Consultant shall attend monthly meetings at the City for the duration of the project. As part of the effort, the Consultant is responsible for developing meeting information and an agenda prior to the meeting and meeting minutes within three business days following the meeting with complete action tracking log.
4. **Project Schedule.** Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be submitted with the proposal and shall be updated within 2 weeks of the kickoff meeting.
5. **Project Communication.** Consultant shall develop a communications protocol to be followed by all team members to be submitted within one week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. **Project Coordination.** Consultant shall coordinate all of the services of sub-consultants including site visits and site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
7. **Quality Assurance and Quality Control (QA/QC).** The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.
8. **Monthly Invoicing.** The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered

electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Data Gathering, Site Visit, and Preliminary Investigations

The Consultant shall review and assess existing data and reports relative to the project and conduct all necessary site visits, investigations and analyses required to identify and mitigate project issues that could impact or be impacted by the project including:

- The Consultant team should review the City's Cycle 5 ATP grant application (RFP Exhibit 6) as well as the AHSC Round 6 grant application (RFP Exhibit 7) and bring forth a proposal that best delivers the intent of the project (design).
- Regulatory/ code and permitting requirements.
- Geotechnical investigation, including soil analysis as needed
- Survey, mapping and utility investigation
- CEQA has been completed by the City and is not a part of this scope of work.

Task 3: Public Engagement

The consultant will perform all necessary work to conduct focused meetings and/or presentations and engagement that may include up to three (3) City-sponsored meetings with adjacent property owners and businesses with the goal of the consultant communicating the overall design concepts, providing the interested parties with specific details of street and landscape design, as well as documenting any feedback for reference of the City's Project Manager.

Task 4: Schematic Design

This phase of work will generate a refined site design for the project through an iterative process. With the information gathered during the data collection and community engagement process, create a design for the project, including, but not limited to:

1. Prepare design study alternatives for areas
2. Refine the concept to a final Schematic Design
 - Assume three (3) iterations total to get to final Schematic Design. One after each review meeting outlined in Task 3.
3. Preparation of Plans, Specifications and Details and Plant Materials List
4. Coordination with the City's Project Team for design development, review, and discussion (creative design workshops at schematic design phase with Project Team; at kickoff and 70% design)
5. Coordination with City staff stakeholders as needed for design development, review, and discussion
6. Amenity and building locations with architectural renderings
7. Planting locations and plant palettes for native and drought resistant landscaping
8. Identify irrigation needs, feasibility, and resources available
9. Lighting design fixture selection and location
10. Identify locations and feasibility of integration of stormwater infiltration/permeable pavement
11. Cost estimating

Deliverable

Schematic design package shall include one hard copy of schematic plans, renderings, and palettes along with electronic versions.

Task 5: Design Development

Upon Project Team approval and acceptance of the Schematic Design and cost, Consultant will commence with Design Development. This phase of work shall refine the design and identify all key construction systems, materials, and critical coordination issues. The Design Team will refine the selected Schematic Design and identify all key construction systems, materials, and critical coordination issues while initiating the PS&E process.

Tasks will include:

1. Develop the design to describe the character and construction method for all of the key construction and landscape elements
2. Detailed documentation of all elements within the scope of work, including full specifications. Upon City's approval of design development drawings and cost, Consultant will fully document all aspects of the design, including all relevant sections of technical specifications
3. Select key materials for site elements
4. Preparation of plans, specifications, details and outline specifications
5. Coordination of landscape design with civil engineering/ grading design and documentation
6. Coordination with the City's Project Team for design review and discussion
7. Cost estimating
8. Prepare drawings and data in AutoCAD and pdf formats and provide such drawings and data to Project Manager
9. Perspectives, sketches, and renderings as necessary to indicate the architectural and landscaping character of the project and its relationship to the pedestrian level shall be discussed with the Project Team, and provided to the Project Manager
10. Samples of proposed vegetation and related elements shall be discussed with the Project Team and provided to the Project Manager
11. 100% Design Development Plans (70% Construction Documents)
12. 100% Design Development Details
13. 100% Design Development Outline Specifications
14. 100% Design Development Cost Estimate
15. Meetings with Project Team

Deliverable

Design development package shall include three (3) hardcopies of 24" x 36" plans and specifications along with electronic versions.

Task 6: Final PS&E

1. 90% Design: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the design development review. At

the end of the 90% design phase, drawings and specifications shall be complete. The following tasks are to be completed:

- Demolition plans and details
- Architectural drawings and details
- Landscape architectural drawings and details
- Civil drawings and details (grading and public improvements)
- Complete Specifications
- Construction cost estimate
- Incorporation of all plan check comments from permitting authorities into the Final Design Submittal.

Deliverable

90% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

2. Final Design Submittal: During the final design phase, final comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will be considered the bid set. Tasks include:
 - Production of final architectural and engineering drawings
 - Production of final architectural and engineering specifications
 - The Consultant shall prepare an estimate of probable construction cost for the 100% design package. The cost estimate shall be transmitted along with the final 100% design package.

Final drawings shall be signed and sealed by a professional engineer and/or professional architect registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 24" x 36" drawings, four (4) sets of specifications, and an electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using a version of AutoCAD 2018 or later and .dwg files be delivered to the City as part of the final submittal.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Huitt-Zollars, Inc.)**

SCHEDULE OF COMPENSATION

See next page

[illegible]

Agreement No. 32400346

Firm Name: Huitt-Zollars, Inc.
Project No.: RFP 24-04
Project Title: 4th Street Mobility Improvements Project APTS81L-5129(107) & Downtown Bus Stop Improvements Project
Date: Thursday, August 31, 2023 - Revised 12/22/2023

Bus Stop Portion of Project

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE	TOTAL FEE W/ FIXED FEE & REIMBURSABLES
Huitt-Zollars - Project Management		\$ 291.91	\$ 31,550.00	\$ -	\$ 100.00	\$ 3,400.00	\$ 35,050.00
Huitt-Zollars - Survey		\$ 266.54	\$ -	\$ -	\$ -	\$ -	\$ -
Huitt-Zollars - Civil		\$ 189.83	\$ 87,520.00	\$ 100.00	\$ 500.00	\$ 11,000.00	\$ 99,120.00
Huitt-Zollars - Architecture	#DIV/0!		\$ -	\$ -	\$ -	\$ -	\$ -
Huitt-Zollars - Landscape Architecture		\$ 155.45	\$ -	\$ -	\$ -	\$ -	\$ -
Cotton Shires Assoc - Geotechnical		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fehr & Peers - Traffic, Lighting, Engagement		\$ 141.27	\$ 37,877.12	\$ -	\$ -	\$ 3,787.71	\$ 41,664.83
SUB-TOTAL BASIC SERVICES			\$ 156,947.12	\$ 100.00	\$ 600.00	\$ 18,187.71	\$ 175,834.83
BASIC SERVICES % TOTAL FEE			89%	0%	0%	10%	100%
GRAND TOTAL			\$ 156,947.12	\$ 100	\$ 600	\$ 18,188	\$ 175,834.83
% TOTAL			89%	0%	0%	10%	100%

Page 25 of 89

Firm Name: Huitt-Zollars, Inc.
 Project No.: RFP 24-04
 Project Title: 4th Street Mobility Improvements Project APTSB1L-5129(107) & Downtown Bus Stop Improvements Project
 Date: Thursday, August 31, 2023 - Revised 12/22/2023

4th Street Portion of Project

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE (See Total Proj Sum)	TOTAL FEE W/ FIXED FEE & REIMBURSABLES
Huitt-Zollars - Project Management		\$ 291.91	\$ 71,810.00	\$ -	\$ 100.00	\$ 10,500.00	\$ 82,410.00
Huitt-Zollars - Survey		\$ 266.54	\$ 27,720.00	\$ -	\$ 100.00	\$ 3,350.00	\$ 31,170.00
Huitt-Zollars - Civil		\$ 189.83	\$ 113,140.00	\$ 1,400.00	\$ 250.00	\$ 13,750.00	\$ 128,540.00
Huitt-Zollars - Architecture		#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Huitt-Zollars - Landscape Architecture		\$ 155.45	\$ 111,300.00	\$ 750.00	\$ -	\$ 13,200.00	\$ 125,250.00
Cotton Shires Assoc - Geotechnical		\$ -	\$ 17,600.00	\$ -	\$ -	\$ -	\$ 17,600.00
Fehr & Peers - Traffic, Lighting, Engagement		\$ 141.27	\$ 108,352.40	\$ -	\$ -	\$ 10,836.24	\$ 119,188.64
SUB-TOTAL BASIC SERVICES			\$ 449,922.40	\$ 2,150.00	\$ 450.00	\$ 51,636.24	\$ 504,158.64
BASIC SERVICES % TOTAL FEE			89%	0%	0%	10%	100%
GRAND TOTAL			\$ 449,922.40	\$ 2,150	\$ 450	\$ 51,636	\$ 504,158.64
% TOTAL			89%	0%	0%	10%	100%

Firm Name: Huitt-Zollars, Inc.
 Agreement No. 32400346
 RFP 24-04
 4th Street Mobility Improvements Project APT5181L-5128(107) & Downtown Bus Stop Improvements Project
 Project Title:
 Date: Thursday, August 31, 2023 - Revised 12/22/2023
 Restroom Portion of Project

BASIC SERVICES:	TASK # 1: Project Management			TASK # 2: Data Gathering, Site Visit and Preliminary Investigations			TASK #3: Public Engagement			TASK #4: Schematic Design			TASK #5: Design Development			TASK #6: Final PS&E			TASK #7&8: Bld & Construction Phase Services			TOTAL		
	DISCIPLINE	RATE	HRS	FEES	HRS	RATE	FEES	HRS	RATE	FEES	HRS	RATE	FEES	HRS	RATE	FEES	HRS	RATE	FEES	HRS	RATE	FEES	HRS	FEES
Huitt-Zollars - Project Management	Principal In Charge	\$ 325.00	4	\$ 1,300.00	\$ 325.00	0	\$ -	\$ 325.00	0	\$ -	\$ 325.00	0	\$ -	\$ 325.00	0	\$ -	\$ 325.00	0	\$ -	\$ 325.00	4	\$ 1,300.00	\$ -	\$ -
	QA Manager	\$ 250.00	4	\$ 1,000.00	\$ 250.00	0	\$ -	\$ 250.00	0	\$ -	\$ 250.00	0	\$ -	\$ 250.00	0	\$ -	\$ 250.00	0	\$ -	\$ 250.00	4	\$ 1,000.00	\$ -	\$ -
	Project Manager	\$ 300.00	4	\$ 1,200.00	\$ 300.00	4	\$ 1,200.00	\$ 300.00	4	\$ 1,200.00	\$ 300.00	4	\$ 1,200.00	\$ 300.00	4	\$ 1,200.00	\$ 300.00	4	\$ 1,200.00	\$ 300.00	24	\$ 7,200.00	\$ -	\$ -
	Sr. Project Support	\$ 120.00	2	\$ 240.00	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	2	\$ 240.00	\$ -	\$ -
	Blended Rate / Subtotal	\$ 247.14	14	\$ 3,460.00	\$ 300.00	4	\$ 1,200.00	\$ 300.00	4	\$ 1,200.00	\$ 300.00	4	\$ 1,200.00	\$ 300.00	4	\$ 1,200.00	\$ 300.00	4	\$ 1,200.00	\$ 300.00	34	\$ 9,400.00	\$ -	\$ -
Huitt-Zollars - Survey	Survey Manager	\$ 280.00	0	\$ -	\$ 280.00	0	\$ -	\$ 280.00	0	\$ -	\$ 280.00	0	\$ -	\$ 280.00	0	\$ -	\$ 280.00	0	\$ -	\$ 280.00	0	\$ -	\$ -	\$ -
	Senior Project Surveyor	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ -	\$ -
	Survey Crew (2 person)	\$ 305.00	0	\$ -	\$ 305.00	0	\$ -	\$ 305.00	0	\$ -	\$ 305.00	0	\$ -	\$ 305.00	0	\$ -	\$ 305.00	0	\$ -	\$ 305.00	0	\$ -	\$ -	\$ -
	Blended Rate / Subtotal	\$ 268.33	0	\$ -	\$ 268.33	0	\$ -	\$ 268.33	0	\$ -	\$ 268.33	0	\$ -	\$ 268.33	0	\$ -	\$ 268.33	0	\$ -	\$ 268.33	0	\$ -	\$ -	\$ -
	Blended Rate / Subtotal	\$ 240.00	0	\$ -	\$ 240.00	0	\$ -	\$ 240.00	0	\$ -	\$ 240.00	0	\$ -	\$ 240.00	0	\$ -	\$ 240.00	0	\$ -	\$ 240.00	0	\$ -	\$ -	\$ -
Huitt-Zollars - Civil	Sr. Civil Engineer	\$ 195.00	4	\$ 780.00	\$ 195.00	4	\$ 780.00	\$ 195.00	4	\$ 780.00	\$ 195.00	4	\$ 780.00	\$ 195.00	4	\$ 780.00	\$ 195.00	4	\$ 780.00	\$ 195.00	16	\$ 6,240.00	\$ -	\$ -
	Engineer	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ -	\$ -
	Sr. Project Support	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ 120.00	0	\$ -	\$ -	\$ -
	Blended Rate / Subtotal	\$ 158.33	4	\$ 624.00	\$ 158.33	4	\$ 624.00	\$ 158.33	4	\$ 624.00	\$ 158.33	4	\$ 624.00	\$ 158.33	4	\$ 624.00	\$ 158.33	4	\$ 624.00	\$ 158.33	16	\$ 6,240.00	\$ -	\$ -
	Blended Rate / Subtotal	\$ 158.33	4	\$ 624.00	\$ 158.33	4	\$ 624.00	\$ 158.33	4	\$ 624.00	\$ 158.33	4	\$ 624.00	\$ 158.33	4	\$ 624.00	\$ 158.33	4	\$ 624.00	\$ 158.33	16	\$ 6,240.00	\$ -	\$ -
Huitt-Zollars - Architecture	Project Architect	\$ 215.00	8	\$ 1,720.00	\$ 215.00	8	\$ 1,720.00	\$ 215.00	8	\$ 1,720.00	\$ 215.00	8	\$ 1,720.00	\$ 215.00	8	\$ 1,720.00	\$ 215.00	8	\$ 1,720.00	\$ 215.00	32	\$ 6,880.00	\$ -	\$ -
	Architect Intern 1	\$ 175.00	0	\$ -	\$ 175.00	0	\$ -	\$ 175.00	0	\$ -	\$ 175.00	0	\$ -	\$ 175.00	0	\$ -	\$ 175.00	0	\$ -	\$ 175.00	0	\$ -	\$ -	\$ -
	Architect Intern 2	\$ 135.00	0	\$ -	\$ 135.00	0	\$ -	\$ 135.00	0	\$ -	\$ 135.00	0	\$ -	\$ 135.00	0	\$ -	\$ 135.00	0	\$ -	\$ 135.00	0	\$ -	\$ -	\$ -
	Designer	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ -	\$ -
	Sr. Structural Engineer	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ -	\$ -
Huitt-Zollars - Landscape Architecture	Sr. Landscape Architect	\$ 275.00	0	\$ -	\$ 275.00	0	\$ -	\$ 275.00	0	\$ -	\$ 275.00	0	\$ -	\$ 275.00	0	\$ -	\$ 275.00	0	\$ -	\$ 275.00	0	\$ -	\$ -	\$ -
	Landscape Architect	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ 160.00	0	\$ -	\$ -	\$ -
	Landscape Architect Intern	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ -	\$ -
	Sr. CAD Technician	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ -	\$ -
	Blended Rate / Subtotal	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ 220.00	0	\$ -	\$ -	\$ -
Cotton Shires Assoc. - Geotechnical	Principal Professional	\$ 225.00	0	\$ -	\$ 225.00	0	\$ -	\$ 225.00	0	\$ -	\$ 225.00	0	\$ -	\$ 225.00	0	\$ -	\$ 225.00	0	\$ -	\$ 225.00	0	\$ -	\$ -	\$ -
	Associate Professional	\$ 180.00	0	\$ -	\$ 180.00	0	\$ -	\$ 180.00	0	\$ -	\$ 180.00	0	\$ -	\$ 180.00	0	\$ -	\$ 180.00	0	\$ -	\$ 180.00	0	\$ -	\$ -	\$ -
	Project Professional	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ 145.00	0	\$ -	\$ -	\$ -
	Technical Assistant	\$ 110.00	0	\$ -	\$ 110.00	0	\$ -	\$ 110.00	0	\$ -	\$ 110.00	0	\$ -	\$ 110.00	0	\$ -	\$ 110.00	0	\$ -	\$ 110.00	0	\$ -	\$ -	\$ -
	Blended Rate / Subtotal	\$ 165.00	0	\$ -	\$ 165.00	0	\$ -	\$ 165.00	0	\$ -	\$ 165.00	0	\$ -	\$ 165.00	0	\$ -	\$ 165.00	0	\$ -	\$ 165.00	0	\$ -	\$ -	\$ -
Fehr & Peers - Traffic, Lighting, Engagement	Principal	\$ 208.56	0	\$ -	\$ 208.56	0	\$ -	\$ 208.56	0	\$ -	\$ 208.56	0	\$ -	\$ 208.56	0	\$ -	\$ 208.56	0	\$ -	\$ 208.56	0	\$ -	\$ -	\$ -
	Project Manager	\$ 129.48	0	\$ -	\$ 129.48	0	\$ -	\$ 129.48	0	\$ -	\$ 129.48	0	\$ -	\$ 129.48	0	\$ -	\$ 129.48	0	\$ -	\$ 129.48	0	\$ -	\$ -	\$ -
	Outreach Lead	\$ 211.28	0	\$ -	\$ 211.28	0	\$ -	\$ 211.28	0	\$ -	\$ 211.28	0	\$ -	\$ 211.28	0	\$ -	\$ 211.28	0	\$ -	\$ 211.28	0	\$ -	\$ -	\$ -
	Design Support	\$ 181.28	0	\$ -	\$ 181.28	0	\$ -	\$ 181.28	0	\$ -	\$ 181.28	0	\$ -	\$ 181.28	0	\$ -	\$ 181.28	0	\$ -	\$ 181.28	0	\$ -	\$ -	\$ -
	Blended Rate / Subtotal	\$ 182.64	0	\$ -	\$ 182.64	0	\$ -	\$ 182.64	0	\$ -	\$ 182.64	0	\$ -	\$ 182.64	0	\$ -	\$ 182.64	0	\$ -	\$ 182.64	0	\$ -	\$ -	\$ -
Blended Rate / Subtotal	Blended Rate / Subtotal	\$ 106.32	0	\$ -	\$ 106.32	0	\$ -	\$ 106.32	0	\$ -	\$ 106.32	0	\$ -	\$ 106.32	0	\$ -	\$ 106.32	0	\$ -	\$ 106.32	0	\$ -	\$ -	\$ -
	Blended Rate / Subtotal	\$ 133.59	0	\$ -	\$ 133.59	0	\$ -	\$ 133.59	0	\$ -	\$ 133.59	0	\$ -	\$ 133.59	0	\$ -	\$ 133.59	0	\$ -	\$ 133.59	0	\$ -	\$ -	\$ -
	Blended Rate / Subtotal	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 75,110.00	\$ -
	Blended Rate / Subtotal	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 75,110.00	\$ -
	Blended Rate / Subtotal	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 246.92	26	\$ 6,420.00	\$ 75,110.00	\$ -
GRAND TOTAL																								
BASIC SERVICES % TOTAL																								
% TOTAL																								

Restroom Portion of Project

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES			TOTAL FEE W/ FIXED FEE & REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE (See Total Proj Sum)	
Huitt-Zollars - Project Management		\$ 291.91	\$ 9,740.00	\$ -	\$ -	\$ 1,100.00	\$ 10,840.00
Huitt-Zollars - Survey		\$ 266.54	\$ -	\$ -	\$ -	\$ -	\$ -
Huitt-Zollars - Civil		\$ 189.83	\$ 6,720.00	\$ -	\$ -	\$ 7,750.00	\$ 14,470.00
Huitt-Zollars - Architecture		\$ 189.19	\$ 58,650.00	\$ 500.00	\$ 400.00	\$ 7,200.00	\$ 66,750.00
Huitt-Zollars - Landscape Architecture		\$ 155.45	\$ -	\$ -	\$ -	\$ -	\$ -
Cotton Shires Assoc - Geotechnical		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fehr & Peers - Traffic, Lighting, Engagement		\$ 141.27	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL BASIC SERVICES			\$ -	\$ 500.00	\$ 400.00	\$ 16,050.00	\$ 92,060.00
BASIC SERVICES % TOTAL FEE			0%	1%	0%	17%	100%
GRAND TOTAL			\$ -	\$ 500	\$ 400	\$ 16,050	\$ 92,060.00
% TOTAL			0%	1%	0%	17%	100%

TOTAL PROJECT SUMMARY

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES				TOTAL FEE W/ FIXED FEE & REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE		
Huitt-Zollars - Project Management		\$ 291.91	\$ 113,100.00	\$ -	\$ 200.00	\$ 15,000.00		\$ 128,300.00
Huitt-Zollars - Survey		\$ 266.54	\$ 27,720.00	\$ -	\$ 100.00	\$ 3,350.00		\$ 31,170.00
Huitt-Zollars - Civil		\$ 189.83	\$ 207,380.00	\$ 1,500.00	\$ 750.00	\$ 32,500.00		\$ 242,130.00
Huitt-Zollars - Architecture		#DIV/0!	\$ 58,650.00	\$ 500.00	\$ 400.00	\$ 7,200.00		\$ 66,750.00
Huitt-Zollars - Landscape Architecture		\$ 155.45	\$ 111,300.00	\$ 750.00	\$ -	\$ 13,200.00		\$ 125,250.00
Cotton Shires Assoc - Geotechnical		\$ -	\$ 17,600.00	\$ -	\$ -	\$ -		\$ 17,600.00
Fehr & Peers - Traffic, Lighting, Engagement		\$ 141.27	\$ 146,229.52	\$ -	\$ -	\$ 14,623.95		\$ 160,853.47
SUB-TOTAL BASIC SERVICES			\$ 681,979.52	\$ 2,750.00	\$ 1,450.00	\$ 85,873.95		\$ 772,053.47
BASIC SERVICES % TOTAL FEE			88%	0%	0%	11%		100%
GRAND TOTAL			\$ 681,979.52	\$ 2,750	\$ 1,450	\$ 85,874		\$ 772,053.47
% TOTAL			88%	0%	0%	11%		100%

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Huitt-Zollars, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "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.

Exhibit INS-A

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.

12/23

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ 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/ \$500,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT		ENDORSEMENT NO.		ISSUE DATE (MM/DD/YY)	
FOR THE CITY OF OXNARD (the "City")					
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)			
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE		OTHER PROVISIONS			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER					
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. 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.					
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.					
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.					
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.					
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.					
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).					
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER					
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____			

EXHIBIT D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Huitt-Zollars)**

**MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE
FUNDED PROJECTS, AGREEMENT NO. 07-5129S21 and
PROGRAM SUPPLEMENT NO. A051**

**MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS**

07 City of Oxnard

District Administering Agency

Agreement No. 07-5129S21

This AGREEMENT, is entered into effective this 1st day of March, 2022, by and between the City of Oxnard, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING

AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING

AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement.

ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall

not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525- 4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period

as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other

evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance

Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These

disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse

condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

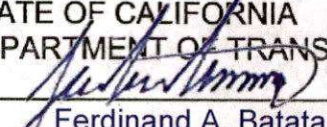
19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

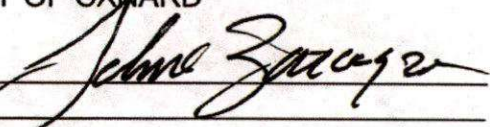
IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By 
Ferdinand A. Batatan
FOR Chief, Office of Project Implementation
Division of Local Assistance

Date 3/8/2022

CITY OF OXNARD

By 
Mayor,
City of Oxnard

Date 3-1-22

APPROVED AS TO FORM:


Stephen M. Fischer
City Attorney

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of 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. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their 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. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:-

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act. (b) For

willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE MAYOR TO EXECUTE ALL SUPPLEMENTAL AGREEMENTS AND RELATED DOCUMENTS REQUIRED UNDER CALTRANS MASTER AGREEMENT NO. 07-5129S21 WITHOUT FURTHER COUNCIL AUTHORIZATION

WHEREAS, the City of Oxnard (City) utilizes and relies on grants and other funding from the California Department of Transportation (Caltrans); and

WHEREAS, the City wishes to continue obtaining grants and other funding from Caltrans; and

WHEREAS, Caltrans has required the City to enter into Master Agreement Administering Agency-State Agreement for State-Funded Projects No. 07-5129S21 (Master Agreement) in order to obtain such Caltrans grants and funding in the future; and

WHEREAS, the City Council has approved the Master Agreement and authorized the Mayor to execute the Master Agreement; and

WHEREAS, in the past, the City Council has authorized the Mayor or his designee to execute all project-specific supplemental agreements and related documents with Caltrans without further City Council authorization; and

WHEREAS, the City now wishes to again authorize the Mayor or his or her designee to execute all future supplemental agreements and related documents that fall under this Master Agreement without further City Council authorization.

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

1. The City Council hereby determines that all recitals listed above are true and correct and hereby incorporates those recitals into this resolution.
2. The City Council hereby authorizes the Mayor or his or her designee to execute all supplemental agreements and related documents under the Master Agreement without further City Council authorization.

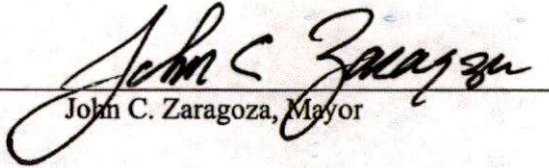
PASSED, APPROVED AND ADOPTED on this 1st day of March, 2022 by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza.

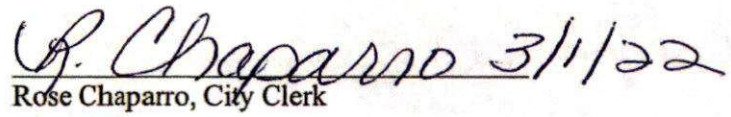
NOES: None.

ABSENT: None.

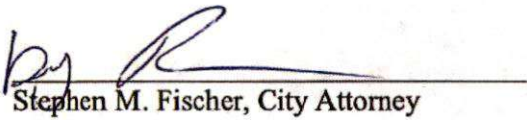
ABSTAIN: None.


John C. Zaragoza, Mayor

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

PROGRAM SUPPLEMENT NO. 00000A051
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 07-5129S21

Adv. Project ID
 0722000306

Date: July 11, 2022
Location: 07-VEN-0-OXN
Project Number: ATPSB1L-5129(107)
E.A. Number:
Locode: 5129

This Program Supplement, effective 06/30/2022, hereby adopts and incorporates into the Administering Agency-State Agreement No. 07-5129S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 03/08/2022 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 15,541 approved by the ADMINISTERING AGENCY on 03/01/2022 (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: 4th Street between Oxnard Boulevard and C Street.

TYPE OF WORK: Install curb extensions, crosswalks, Class II bike lanes, bike racks, street lighting & modify traf **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds	Matching Funds		
	SB1 funds	LOCAL		OTHER
\$650,000.00	\$650,000.00	\$0.00		\$0.00

CITY OF OXNARD

By


Title City Manager, City of Oxnard

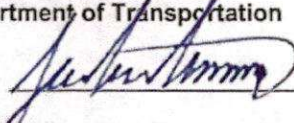
Date

8/18/2022
Attest N/A

STATE OF CALIFORNIA

Department of Transportation

By



FOR

Chief of Office of Project Implementation
Division of Local Assistance

Date

8/24/2022

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer

Jessamine Pelos
Date 7/12/2022

\$650,000.00

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or

SPECIAL COVENANTS OR REMARKS

amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the

SPECIAL COVENANTS OR REMARKS

contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Huitt-Zollars)

CALTRANS PROJECTS REQUIREMENTS: Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG)

The provisions of Exhibit E hereof are from the Caltrans Local Assistance Procedures Manual ("LAPM") as Exhibit 10-R thereto dated September 2022. The provisions listed below are from Exhibit 10-R for which there is not a comparable provision otherwise in this Agreement. A complete copy of Exhibit 10-R can be found on the web at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>. Certain provisions of this Exhibit E only apply if the box immediately to the left of the Section is checked. If a box is to the left of any Section of this Agreement and it is not checked, the provision does not apply to this Agreement. If there is no check box provided, the provision applies to this Agreement. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit shall control. For purposes of this Exhibit, the phrase "CONTRACT ADMINISTRATOR" shall be City's Designated Representative as identified in Section 20 of this Agreement.

ARTICLE I - INTRODUCTION

- A. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- B. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- C. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- D. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II - CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

X A. CONSULTANT Services

SEE THE ATTACHED SCOPE OF SERVICES IN EXHIBIT A OF THIS AGREEMENT.

[Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements-to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

X B. Right of Way

- X Right of Way requirements are to be determined and shown by CONSULTANT;
- X Land surveys and computations with metes and bounds descriptions are to be made; and,
- X Right of Way parcel maps are to be furnished.

X C. Surveys

- X CONSULTANT has the responsibility for performing preliminary or construction surveys.

X D. Subsurface Investigations

CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated, including the geotechnical. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. CITY Obligations

All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

x F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for

meetings, subsequent to the initial meeting shall be included in the fee.

x G. Checking Shop Drawings

This Agreement requires the preparation of construction drawings which must be checked. CONSULTANT agrees that the payment for checking shop drawings by CONSULTANT is included in the fee charged by CONSULTANT under this AGREEMENT.

☐ H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

x I. Documentation and Schedules

AGREEMENTS where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

ARTICLE IV – PERFORMANCE PERIOD

State the time period stated in the Grant Program language. ALL services must be completed by March 2024, to receive funding from the California Transportation Commission.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event, that CITY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by CITY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

- C. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to CITY's Contract Administrator at the following address: Public Works Engineering % Debbie O'Leary 305 West Third Street, Oxnard California 93030
pwengineeringap@oxnard.org
- I. The total amount payable by CITY including the fixed fee shall not exceed \$772,053.47.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI – TERMINATION

See Section 15 of the Agreement.

ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved

audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- E. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

- ☐ **Method 1:** No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

This clause applies to both DBE and non-DBE subconsultants.

- ☒ **Method 2:** No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any

contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

- ☐ **Method 3:** The CITY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an

acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance

with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public

works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list

current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its

instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of 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, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of 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. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in

determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

□ **ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

- A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to

meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or,
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing

or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold \$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each

DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX – INSURANCE

See Section 26 of the Agreement.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

See Section 14 of the Agreement.

ARTICLE XXII – CONTINGENCY FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII - DISPUTES

See Sections 32 and 33 of the Agreement.

ARTICLE XXIV - INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI - OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT

shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII – CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

Not Applicable to this Professional Service Agreement

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in

response to questions from a Legislative committee.

- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.
- G. This Article's requirements are in addition to those stated in Section 19.5 and 19.6 of the Agreement. In the event of a conflict this Article controls.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI - PROMPT PAYMENT FROM THE CITY TO CONSULTANT

The CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the CITY shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the CITY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for

payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

EXHIBIT F

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Huitt-Zollars, Inc.)**

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 and all unique trade services contracts 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 \$18.22 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, 2022**

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 D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, 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 G

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Huitt-Zollars, Inc.)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, CONSULTANT must immediately notify CITY.

8. CONSULTANT is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. CONSULTANT shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by CONSULTANT's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. CONSULTANT shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. CONSULTANT shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. CONSULTANT shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts

or omissions listed above by any person or entity (including CONSULTANT, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of CONSULTANT under this Section shall survive Agreement termination.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Service ("Agreement") is made and entered into in the County of Ventura, State of California, this 26th day of June, 2025, by and between the City of Oxnard, a municipal corporation ("City"), and Huitt-Zollars, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on February 7, 2024 by City and Consultant.

City and Consultant agree as follows:

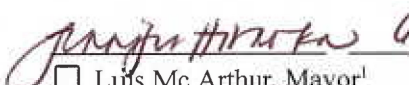
1. The reference to Exhibit B Exhibit everywhere it is listed in the Agreement is hereby amended to the Exhibit B-2025 Exhibit. The Exhibit B Exhibit is hereby disincorporated; instead, the Exhibit B-2025 Exhibit is attached hereto and incorporated herein by this reference.
2. As so amended, the Agreement 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

HUITT-ZOLLARS, INC.

 6/26/25
☐ Luis Mc Arthur, Mayor¹ Date
☒ Jennifer Yates, Purchasing Agent²



 Kevin Carter, Vice President 5/30/2025
 Date


 Robert Armstrong³ 5/30/2025
 Date
 Corporate Secretary &
 Vice President

ATTEST:

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

APPROVED AS TO FORM:

 6/4/2025
 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 B-2025

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Huitt-Zollars, Inc.)**

SCHEDULE OF COMPENSATION

See next page

Project No.:	RP 24-04
Project Title:	4th Street Mobility Improvements, Project #TT24-11-5129(107) & Downtown Bus Stop Improvements Project
Date:	Thursday, August 31, 2023 - Revised 12/22/2023
	Bus Stop Portion of Project

414

Firm Name: Huitt-Zollars, Inc.
Project No.: RFP 24-04
Project Title: 4th Street Mobility Improvements Project APTS81L-5129(107) & Downtown Bus Stop Improvements Project
Date: Thursday, August 31, 2023 - Revised 12/22/2023

Bus Stop Portion of Project

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES			TOTAL FEE W/ FIXED FEE & REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE	
Huitt-Zollars - Project Management		\$ 291.91	\$ 31,550.00	\$ -	\$ 100.00	\$ 3,400.00	\$ 35,050.00
Huitt-Zollars - Survey		\$ 266.54	\$ -	\$ -	\$ -	\$ -	\$ -
Huitt-Zollars - Civil		\$ 189.83	\$ 87,520.00	\$ 100.00	\$ 500.00	\$ 11,000.00	\$ 99,120.00
Huitt-Zollars - Architecture		#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Huitt-Zollars - Landscape Architecture		\$ 155.45	\$ -	\$ -	\$ -	\$ -	\$ -
Cotton Shires Assoc - Geotechnical		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fehr & Peers - Traffic, Lighting, Engagement		\$ 141.27	\$ 37,877.12	\$ -	\$ -	\$ 3,787.71	\$ 41,664.83
SUB-TOTAL BASIC SERVICES			\$ 156,947.12	\$ 100.00	\$ 600.00	\$ 18,187.71	\$ 175,834.83
BASIC SERVICES % TOTAL FEE			89%	0%	0%	10%	100%
GRAND TOTAL			\$ 156,947.12	\$ 100	\$ 600	\$ 18,188	\$ 175,834.83
% TOTAL			89%	0%	0%	10%	100%

Firm Name:	Health-Tollers, Inc.
Project No.:	ESP 25-04
Project Title:	4th Street Midway II
Date:	Thursday, August 31
	4th Street Portion

[illegible]

Firm Name: Huitt-Zollars, Inc.
 Project No.: RFP 24-04
 Project Title: 4th Street Mobility Improvements Project APTS81L-5129(107) & Downtown Bus Stop Improvements Project
 Date: Thursday, August 31, 2023 - Revised 12/22/2023

4th Street Portion of Project

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES			TOTAL FEE W/ FIXED FEE & REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE (See Total Proj Sum)	
Huitt-Zollars - Project Management		\$ 291.91	\$ 71,810.00	\$ -	\$ 100.00	\$ 10,500.00	\$ 82,410.00
Huitt-Zollars - Survey		\$ 266.54	\$ 27,720.00	\$ -	\$ 100.00	\$ 3,350.00	\$ 31,170.00
Huitt-Zollars - Civil		\$ 189.83	\$ 113,140.00	\$ 1,400.00	\$ 250.00	\$ 13,750.00	\$ 128,540.00
Huitt-Zollars - Architecture		#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -
Huitt-Zollars - Landscape Architecture		\$ 155.45	\$ 111,300.00	\$ 750.00	\$ -	\$ 13,200.00	\$ 125,250.00
Cotton Shires Assoc - Geotechnical		\$ -	\$ 17,600.00	\$ -	\$ -	\$ -	\$ 17,600.00
Fehr & Peers - Traffic, Lighting, Engagement		\$ 141.27	\$ 108,352.40	\$ -	\$ -	\$ 10,836.24	\$ 119,188.64
SUB-TOTAL BASIC SERVICES			\$ 449,922.40	\$ 2,150.00	\$ 450.00	\$ 51,636.24	\$ 504,158.64
BASIC SERVICES % TOTAL FEE			89%	0%	0%	10%	100%
GRAND TOTAL			\$ 449,922.40	\$ 2,150	\$ 450	\$ 51,636	\$ 504,158.64
% TOTAL			89%	0%	0%	10%	100%

Firm Name: Huitt-Zollars, Inc.

Project No.: RFP 24-04

Project Title: 4th Street Mobility Improvements Project APTS811-5129(107) & Downtown Bus Stop Improvements Project

Date: Thursday, August 31, 2023 - Revised 12/22/2023 - Revised 5/27/2025

4th Street Portion of Project - ASR #1 - Banner Poles and Outlets

BASIC SERVICES:	TASK # 1: Design Banner Poles				TASK # 2: Design Outlets at Tree Wells				TASK #3: Reserve				TOTAL			
	DISCIPLINE	RATE	HRS	FEE	RATE	HRS	FEE		RATE	HRS	FEE		RATE	HRS	FEE	
Huitt-Zollars - Project Management																
Principal in Charge		\$ 340.00	2	\$ 680.00	\$ 340.00	2	\$ 680.00		\$ 340.00	21	\$ 7,140.00		340.00	25	\$ 8,500.00	
QA Manager		\$ 250.00	2	\$ 500.00	\$ 250.00	2	\$ 500.00		\$ 250.00	20	\$ 5,000.00		250.00	24	\$ 6,000.00	
Sr. Project Manager		\$ 320.00	4	\$ 1,280.00	\$ 320.00	4	\$ 1,280.00		\$ 320.00	20	\$ 6,400.00		320.00	28	\$ 8,960.00	
Sr. Project Support		\$ 125.00	0	\$ -	\$ 125.00	0	\$ -		\$ 125.00	20	\$ 2,500.00		125.00	20	\$ 2,500.00	
Blended Rate / Subtotals		\$307.50	8	\$ 2,460.00	\$307.50	8	\$ 2,460.00		\$259.75	81	\$ 21,040.00		267.63	97	\$ 25,960.00	
Huitt-Zollars - Structural																
Sr. Project Manager (Structural)		\$ 320.00	10	\$ 3,200.00	\$ 320.00	0	\$ -		\$ 320.00	20	\$ 6,400.00		320.00	30	\$ 9,600.00	
Structural Engineer		\$ 200.00	18	\$ 3,600.00	\$ 200.00	0	\$ -		\$ 200.00	20	\$ 4,000.00		200.00	38	\$ 7,600.00	
Structural EIT		\$ 165.00	24	\$ 3,960.00	\$ 165.00	0	\$ -		\$ 165.00	10	\$ 1,650.00			34	\$ 5,610.00	
Blended Rate / Subtotals		\$206.92	52	\$ 10,760.00	#DIV/0!	0	\$ -		\$241.00	50	\$ 12,050.00		223.63	102	\$ 22,810.00	
Huitt-Zollars - Civil																
Sr. Project Manager		\$ 320.00	4	\$ 1,280.00	\$ 320.00	2	\$ 640.00		\$ 320.00	20	\$ 6,400.00		320.00	26	\$ 8,320.00	
Sr. Designer		\$ 195.00	8	\$ 1,560.00	\$ 195.00	4	\$ 780.00		\$ 195.00	20	\$ 3,900.00		195.00	32	\$ 6,240.00	
EIT		\$ 165.00	8	\$ 1,320.00	\$ 165.00	8	\$ 1,320.00		\$ 165.00	20	\$ 3,300.00		165.00	36	\$ 5,940.00	
Sr. Project Support		\$ 125.00	4	\$ 500.00	\$ 125.00	4	\$ 500.00		\$ 125.00	10	\$ 1,250.00		125.00	18	\$ 2,250.00	
Blended Rate / Subtotals		194.16667	24	\$ 4,660.00	\$180.00	18	\$ 3,240.00		\$212.14	70	\$ 14,850.00		203.13	112	\$ 22,750.00	
Huitt-Zollars - Landscape Architecture																
Sr. Landscape Architect		\$ 225.00	4	\$ 900.00	\$ 225.00	4	\$ 900.00		\$ 225.00	11	\$ 2,475.00		225.00	19	\$ 4,275.00	
Landscape Architect		\$ 160.00	4	\$ 640.00	\$ 160.00	8	\$ 1,280.00		\$ 160.00	10	\$ 1,600.00		160.00	22	\$ 3,520.00	
Landscape Architect Intern		\$ 120.00	0	\$ -	\$ 120.00	20	\$ 2,400.00		\$ 120.00	9	\$ 1,080.00		120.00	29	\$ 3,480.00	
Sr. CADD Technician		\$ 145.00	0	\$ -	\$ 145.00	16	\$ 2,320.00		\$ 145.00	11	\$ 1,595.00		145.00	27	\$ 3,915.00	
Blended Rate / Subtotals		\$ 192.50	8	\$ 1,540.00	\$143.75	48	\$ 6,900.00		\$164.63	41	\$ 6,750.00		156.60	97	\$ 15,190.00	
GRAND TOTAL		\$ 211.09	92	\$ 19,420.00	\$ 170.27	74	\$ 12,600.00		\$ 225.99	242	\$ 54,690.00		\$ 212.52	408	\$ 86,710.00	
% TOTAL			23%	22%		18%	15%			59%	63%			100%	100%	

Firm Name:
Project No.:
Project Title:
Date:

Huitt-Zollars, Inc.
RFP 24-04
4th Street Mobility Improvements Project APTSB1L-5129(107) & Downtown Bus Stop Improvements Project
Thursday, August 31, 2023 - Revised 12/22/2023 - Revised 5/27/2025

4th Street Portion of Project - ASR #1 - Banner Poles and Outlets

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES			TOTAL FEE W/ FIXED FEE & REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE (See Total Proj Sum)	
Huitt-Zollars - Project Management		\$ 291.91	\$ 25,960.00	\$ -	\$ 250.00	\$ 750.00	\$ 26,960.00
Huitt-Zollars - Survey		\$ 266.54	\$ 22,810.00	\$ -	\$ 50.00	\$ 1,650.00	\$ 24,510.00
Huitt-Zollars - Civil		\$ 189.83	\$ 22,750.00	\$ -	\$ 250.00	\$ 1,200.00	\$ 24,200.00
Huitt-Zollars - Landscape Architecture		\$ 156.60	\$ 15,190.00	\$ -	\$ -	\$ 1,200.00	\$ 16,390.00
SUB-TOTAL BASIC SERVICES			\$ -	\$ -	\$ 550.00	\$ 4,800.00	\$ 92,060.00
BASIC SERVICES % TOTAL FEE			0%	0%	1%	5%	100%
GRAND TOTAL			\$ -	\$ -	\$ 550	\$ 4,800	\$ 92,060.00
% TOTAL			0%	0%	1%	5%	100%

Firm Name: Huitt-Zollars, Inc.
 Project No.: RFP 24-04
 Project Title: 4th Street Mobility Improvements Project APTSB11-5129(107) & Downtown Bus Stop Improvements Project
 Date: Thursday, August 31, 2023 - Revised 12/22/2023

TOTAL PROJECT SUMMARY

DISCIPLINE	FIRM NAME	BLENDED HOURLY RATE	TOTAL DESIGN FEE (PROJECT)	FIXED FEE & REIMBURSABLES			TOTAL FEE W/ FIXED FEE & REIMBURSABLES
				PRINTING RENDERINGS	TRAVEL & MISC	FIXED FEE	
Huitt-Zollars - Project Management		\$ 291.91	\$ 129,320.00	\$ -	\$ 450.00	\$ 14,650.00	\$ 144,420.00
Huitt-Zollars - Survey		\$ 266.54	\$ 50,530.00	\$ -	\$ 150.00	\$ 5,000.00	\$ 55,680.00
Huitt-Zollars - Civil		\$ 189.83	\$ 223,410.00	\$ 1,500.00	\$ 1,000.00	\$ 25,950.00	\$ 251,860.00
Huitt-Zollars - Architecture		#DIV/0!	\$ 15,190.00	\$ -	\$ -	\$ 1,200.00	\$ 16,390.00
Huitt-Zollars - Landscape Architecture		\$ 155.45	\$ 111,300.00	\$ 750.00	\$ -	\$ 13,200.00	\$ 125,250.00
Cotton Shires Assoc - Geotechnical		\$ -	\$ 17,600.00	\$ -	\$ -	\$ -	\$ 17,600.00
Fehr & Peers - Traffic, Lighting, Engagement		\$ 141.27	\$ 146,229.52	\$ -	\$ -	\$ 14,623.95	\$ 160,853.47
SUB-TOTAL BASIC SERVICES			\$ 693,579.52	\$ 2,250.00	\$ 1,600.00	\$ 74,623.95	\$ 772,053.47
BASIC SERVICES % TOTAL FEE			90%	0%	0%	10%	100%
GRAND TOTAL			\$ 693,579.52	\$ 2,250	\$ 1,600	\$ 74,624	\$ 772,053.47
% TOTAL			90%	0%	0%	10%	100%



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: June 1, 2021

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Central Terrace Apartments - In-Lieu Loan Agreement and Affordable Housing and Sustainable Communities Program (AHSC) Implementation Agreement. (0/10/5)

RECOMMENDATION

That the City Council:

1. Authorize the Mayor to execute an Affordable Housing In-Lieu Loan Agreement and Regulatory Agreement with Many Mansions, a non-profit affordable housing provider, providing gap financing in the amount of \$1,250,000 for the construction of eighty-six (86) affordable rental units and one (1) unrestricted manager's unit commonly known as the Central Terrace Apartments located at 217- 235 East 6th Street, Oxnard, CA 93030;
2. Approve a budget appropriation of \$1,250,000 from the Oxnard Housing In-Lieu Fees Fund;
3. Authorize the City Manager or designee to make necessary corrections or modifications to the In-Lieu Loan Agreement, Regulatory Agreement, Deed of Trust, or Promissory Note in order in order to make them consistent with each other; and
4. Authorize the Mayor to execute an Implementation Agreement with Many Mansions to receive pass-through grant funding associated with Central Terrace Apartments' Affordable Housing and Sustainable Communities Program application.

(This item did not originate in the Committee due to a pending Appeal, which has since been withdrawn, at the time this agenda item was scheduled to be published for the May 11, 2021 Community Services, Public Safety, Housing and Development Committee meeting.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/22dmJZvDPSc>

BACKGROUND

Many Mansions is a non-profit housing organization that works to provide affordable housing to households with very-low and low-incomes by constructing new or acquiring and rehabilitating existing housing units, in partnership with Cities and other local organizations. Since its founding over forty years ago, Many Mansions has acquired and managed over 600 units of affordable housing at twenty properties throughout Ventura County. Many Mansions is also a service provider offering adult, children, and family services.

Many Mansions purchased the approximately half-acre site located at 217- 235 East 6th Street, in downtown Oxnard, in

February 2020. The Central Terrace Apartments development will provide multi-family affordable rental housing units that will include eighty-six (86) affordable one-bedroom units, plus one (1) two-bedroom unrestricted manager's unit. Thirty-five (35) One-Bedroom Units will be provided for households at or below thirty-percent of the area median income. These units will be permanent supportive housing units and will be made available to house homeless individuals and families. Twenty (20) Units will be provided at fifty-percent of the area median income, and thirty-one (31) units will be provided for households at or below sixty-percent of the area median income. The current California Department of Housing and Community Development state income limit for a household earning up to thirty percent of the area median income in a one-bedroom unit is up to \$27,100; for a household earning up to fifty percent of the area median income in a one-bedroom unit up to \$45,200; and for a household earning up to sixty percent of the area median income in a one-bedroom unit is up to \$47,430. Additional affordability restrictions on the project are described in the Financing Plan, Development Schedule, and Loan Agreement section of the report.

The project will include four stories of residential units above a podium (concrete first floor) with an elevator, the ground floor will include approximately 2,375 of common space, office space, restrooms, and a kitchenette. Once construction of the development has been completed, Many Mansions will provide life enriching services free of charge on an ongoing basis, on site, for the residents including transportation coordination, case management services, and access to community and government resources.

Many Mansions received approval of a Major Downtown Design Development Review Permit at the Community Development Director Hearing held on April 21, 2021 and is scheduled to go to the Planning Commission on May 20, 2021 for consideration of a Density Bonus Permit in order to receive three development concessions.

In-Lieu Fees

In-Lieu fees are collected by the City from Developers who receive City Council approval to pay fees in-lieu of building the required minimum ten percent of affordable housing units in their projects, as required by the City's Inclusionary Housing Ordinance for rental or for-sale products in projects with ten or more units. These In-Lieu fees are used to create affordable housing opportunities in the City by providing loans to developers for the construction of new affordable housing within the City of Oxnard. Many Mansions submitted a funding application to the City to support a financial gap of \$1,250,000, with the use of the City's affordable housing in-lieu fee funds for the construction of the Central Terrace Apartments.

Affordable Housing and Sustainable Communities Program

Many Mansions' financing plan for the Central Terrace Apartments also involves submission of an application to the Affordable Housing and Sustainable Communities Program, which is administered by the Strategic Growth Council, a body under the California Department of Housing and Community Development. The Affordable Housing and Sustainable Communities Program funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas emissions. Funding for the Affordable Housing and Sustainable Communities Program is provided from the Greenhouse Gas Reduction Fund, an account established to receive Cap-and-Trade auction proceeds. The Affordable Housing and Sustainable Communities Program provides grants and/or loans, or any combination thereof, to achieve greenhouse gas emissions reductions through increasing accessibility of affordable housing, employment centers, and key destinations via low-carbon transportation resulting in fewer vehicle miles traveled through shortened or reduced trip length or mode shift from single occupancy vehicle use to transit, bicycling, or walking.

The Affordable Housing and Sustainable Communities program can fund up to \$20 Million in loan funds for construction of affordable housing developments which can then be leveraged with other funding sources. The Affordable Housing and Sustainable Communities Program can also fund up to \$10 million in grant funds under the same application for Housing Related Infrastructure, Sustainable Transportation Infrastructure, Transit-Related Amenities, or Program Activities.

As such, the City has also been asked by Many Mansions to assist in their Affordable Housing and Sustainable Communities Program application for their Central Terrace Apartments project so that the City may receive grant

funding to complete City planned sustainable transportation infrastructure and transit-related amenities related improvements in downtown in areas adjacent to and in close proximity to the project site.

The Sustainable Transportation Infrastructure, Transit-Related Amenities Notice of Funding availability was issued on February 26, 2021 and the deadline to submit the application is on June 8, 2021. This June 8th deadline is also part of the reason that staff could not take this item to the Committee once the Appeal was withdrawn on May 18, 2021.

DISCUSSION

The total cost for construction of the Central Terrace Apartments is \$44,821,109. Once the 86-unit project is placed in service, through a separate action, Many Mansions will request thirty-five project-based vouchers from the Oxnard Housing Authority. As part of the project-based voucher proposal, supportive services, as described in this report, will be provided on-site in accordance with the Oxnard Housing Authority's Administrative Plan.

Financing Plan, Development Schedule, and Loan Agreement

An assessment of Many Mansions' proforma and company background was conducted by the City in which it was determined that the requested \$1,250,000 funding equates to less than three percent of the total estimated project costs. Many Mansions is a successful builder and manager of affordable housing throughout Ventura County and has several thriving rental projects, along with the capacity through their staffing to undertake and complete this project.

Many Mansion's proposed permanent funding sources for the project are as follows:

City of Oxnard In-Lieu Fee Loan (City Funding): \$1,250,000

MUFG Union Bank, N.A (Private Funding): \$6,835,000

Affordable Housing and Sustainable Communities Loan (State Funding) : \$15,219,821

Federal Home Land Bank Of San Francisco (FHLBSF) AHP (Federal Funding): \$870,000

General Partner Equity (Private Funding): \$100

Deferred Developer (Private Funding): \$1,554,300

Tax Credit Equity (Federal Funding): \$19,091,888.

If Many Mansions is able to secure all of the private and public funding listed above in their first attempt, then Many Mansions would begin construction in June 2022 and complete construction in Spring 2024.

The City's Affordable Housing In-Lieu Loan Agreement for a gap-financing loan of \$1,250,000, will require the Central Terrace Apartments development to provide eight (8) one-bedroom permanent supportive housing units for homeless households with annual incomes at or below fifty-percent of the area median income. All eight units will carry a fifty-five-year affordability restriction which will match the term of the Affordable Housing In-Lieu Loan Agreement. The density bonus permit that the Central Terrace Apartments is requesting as part of their land use application with the City also carries a fifty-five-year restriction on an additional fourteen (14) units. Those 14 units must be made available for rent to households with annual incomes at or below fifty percent of the area median income. The current California Department of Housing and Community Development state income limit for a one-person household earning up to fifty percent of the area median income is \$39,950 and goes up to \$45,200 for a two-person household in Ventura County. The restrictions will be enforced via a recorded regulatory agreement executed between Many Mansions and City for the In-Lieu units and a separate density bonus agreement for the density bonus units between the City and Many Mansions to

ensure that the units remain affordable and are provided to eligible income qualified tenants.

The eight (8) in-lieu units will require financial reporting and analysis annually to comply with In-Lieu loan requirements. Monitoring fees for the fifty-five-year term are included in the Developer's budget so that the City is able to recover the cost of the monitoring.

The loan agreement between the City and Many Mansions would be inclusive of a promissory note, deed of trust, and regulatory agreement. Other loan terms associated with the City's Affordable Housing In-Lieu loan are summarized below:

1. Three percent simple interest; and
2. Repayment of the City Loan will be on a residual receipts basis to be paid after all operating expenses, reserves, debt service with mandatory payments, investor management fee, deferred developer fee, and partnership management fee, with fifty percent of the residual receipts split pro-rata among all soft lenders based on the original principal amount of each soft lender loan; and
3. Many Mansions is required to secure all project financing and close on their construction loan by May 2025, or sooner. If Many Mansions does not meet this timeline, the agreement is automatically terminated. If Many Mansions is able to meet this timeline, then the term of the agreement is fifty-five years from the date Many Mansions closes on their permanent financing.

Affordable Housing and Sustainable Communities Program Participation

City Staff has coordinated with Many Mansions and the Ventura County Transportation Commission to identify bicycle, pedestrian, and transit projects that can qualify for the Affordable Housing and Sustainable Communities grant component. Staff recommends that the City solicit grant funds for sustainable transportation infrastructure and transit-related amenities related improvements for the City's Fourth Street Mobility Improvement Project, which is included in the City's 2021-2026 Capital Improvement Program, and for design and installation of Downtown Oxnard Transit Amenities. The Fourth Street Mobility Improvement Project extends from C Street east to the Oxnard Transit Center (at 4th and Meta Streets), south along Meta Street to 6th Street. The project includes the design and construction of sidewalks, curb extensions, disability improvements, traffic signal modifications, bike detection, class II on-street bike lanes, bike racks, benches, B Street transit hub improvements, resurfacing, drainage improvements, signage, striping, and a new restroom. The Fourth Street Mobility Improvement Project is included in the City's 2021-2026 Capital Improvement Program (CIP).

The City is working with the Gold Coast Transit District to develop the Downtown Oxnard Transit Amenities project to coordinate the design and installation of bus shelters, benches, bike racks, lighting, and real-time arrival signs at fifty-four transit stops in Downtown Oxnard. The project will be included in the City's 2022-2027 CIP. The combined cost of both projects is estimated to be \$5,409,200 and would be carried out by the City's Public Works Division and be subject to an implementation agreement between the City and Many Mansions, which is further discussed in this report.

Many Mansions' application for the Affordable Housing and Sustainable Communities Program will also request that a portion of the grant funds be used for Ventura County Transportation Commission vehicle acquisition. Ventura County Transportation Commission will be the lead agency for the Ventura County Transportation Commission vehicle acquisition, with a not to exceed estimate of \$2.25 million. These Affordable Housing and Sustainable Communities grant funds would be subject to a separate implementation agreement between Ventura County Transportation Commission and Many Mansions.

The final cost estimate for each sustainable transportation infrastructure and transit-related amenities project will be included in the final grant application, which will become part of the final agreement.

Implementation Agreement between Many Mansions and the City

The City and Many Mansions are required to enter into an implementation agreement in order to comply with the Affordable Housing and Sustainable Communities program's experience requirement. Staff recommends that the City execute a separate agreement with Many Mansions for the completion of the sustainable transportation infrastructure or transit-related amenities components included in the Affordable Housing and Sustainable Communities application. Many Mansions, as the sole applicant, would receive all of the grant funds. The proposed terms of the implementation agreement between the City and Many Mansions are summarized below:

1. If awarded Grant funds, up to \$5,409,200 thereof shall be transferred to the City for the purpose of constructing sustainable transportation infrastructure and transit-related amenities improvements;
2. The City would be the lead agency to design and construct the Fourth Street Mobility Improvement Project and Downtown Oxnard Transit Amenities projects;
3. The City will submit to Many Mansions all cost invoices and draw requests for the transit funds that are associated with the proposed improvements;
4. The City will complete the proposed improvements no later than the deadline required under the Affordable Housing and Sustainable Communities grant documents;
5. Many Mansions must receive final approval from the City of their Affordable Housing and Sustainable Communities application prior to submission;
6. The agreement will terminate upon the earlier of: the completion of all obligations under the Affordable Housing and Sustainable Communities requirements; or (ii) mutual agreement of both the City and Many Mansions; or (iii) the occurrence of an Event of Default;
7. The agreement will automatically terminate if Many Mansions does not receive an award of the Affordable Housing and Sustainable Communities funds to construct the Central Terrace Apartments affordable housing development and grant funds for the City to construct sustainable transportation infrastructure and transit-related amenities improvements.

If grant funding is awarded in an amount less than requested, or if the final cost for design or construction increases at the time of bid and award, the City will be responsible for funding cost overages. However, if grant funding is awarded in an amount less than requested, the City will also have the discretion to reject the grant funds and its commitment to the sustainable transportation infrastructure and transit-related amenities improvement projects.

If the City accepts the grants funds, the City would begin construction of the sustainable transportation infrastructure and transit-related amenities improvements by Summer 2024 and would complete construction by January 2025. Final disbursement of all funds would occur by June 2025.

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.

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

Approval of the recommended actions will:

Authorize an appropriation of \$1,250,000 of the City's Affordable Housing In-Lieu funds to award a gap-financing loan to Many Mansions for the development of the Central Terrace Apartments into the following account: 371-5135-804-8364 (Housing Assist Loan). The current fund balance in the In-Lieu fund is: \$ 3,149,296.

There is no immediate financial impact to the approval of the Affordable Housing and Sustainable Communities Program Implementation Agreement between the City and Many Mansions. However, the Affordable Housing and Sustainable Community Program grant funds are disbursed on a reimbursement basis. If Many Mansions is awarded Affordable Housing and Sustainable Communities grant funds, Public Works staff will return to Council to identify the initial funding source and recognize appropriate funds for the City to complete the Fourth Street Mobility Improvement Project and Downtown Oxnard Transit Amenities improvements on a reimbursable basis.

COMMITTEE OUTCOME

This item did not originate in the Committee. The item was originally scheduled for the May 11, 2021 Community Services, Public Safety, Housing and Development Committee meeting. However an appeal was filed on May 3, 2021 regarding the approval of the Major Downtown Design Review Permit issued at the Community Development Director's Hearing held on April 21, 2021. However, this appeal has subsequently been withdrawn by the appealing party and the Major Design Review Permit for the Central Terrace Apartments remains valid and in effect. The appeal also delayed the Planning Commission's consideration of the density bonus application associated with the project. At the time this agenda was printed, the Planning Commission consideration of the permit had not yet occurred. It will be considered on May 20, 2021.

The Affordable Housing and Sustainable Communities program application submission deadline is June 8, 2021. An executed Implementation Agreement between the City and Many Mansions is required in order to comply with the Affordable Housing and Sustainable Communities program's experience requirement. Due to the project appeal, which was withdrawn on May 18th, staff did not have sufficient time to take this item to a committee meeting and still meet the June 8th grant deadline.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Attachment 1 - Affordable Housing Loan Agreement
2. Implementation Agreement
3. MM In-Lieu Loan & AHSC Implementation Agreement REVISED 5.12.21 Draft PPT V4
4. Budget Appropriation

AHSC IMPLEMENTATION AGREEMENT

THIS AHSC IMPLEMENTATION AND MUTUAL INDEMNITY AGREEMENT (the "Agreement") is made and entered into as of June 1, 2021, between the City of Oxnard ("City"), and Many Mansions, a California nonprofit public benefit corporation ("Developer", and collectively with the City, the "Parties", or individually, a "Party"), upon the basis of the following facts, understanding and intentions of the parties:

A. The State of California, the Strategic Growth Council ("SGC") and the Department of Housing and Community Development ("HCD") issued a Notice of Funding Availability dated February 26, 2021 (the "AHSC NOFA"), under the Affordable Housing and Sustainable Communities ("AHSC") Program established under Division 44, Part 1 of the Public Resources Code, commencing with Section 75200.

B. Developer is applying for AHSC funds in response to the AHSC NOFA to provide funding for (A) construction of Central Terrace Apartments ("Central Terrace"), an 87-unit affordable housing project located at 217-235 East Sixth Street in the City of Oxnard (the "Housing Project"); (B) the construction of certain housing related infrastructure (the "HRI Improvements"); (C) the construction of certain sustainable transportation infrastructure (the "STI Improvements"); (D) the construction of certain transit related amenities (the "TRA Improvements"); and (E) certain costs related to educational programs (the "AHSC Programs"). These improvements will be described in more detail in the Final Application to be submitted by June 8, 2021 (collectively, the "AHSC Application").

C. The AHSC Application seeks an award to the Developer in an aggregate amount not to exceed \$30,000,000 in AHSC funds including a loan (the "AHSC Loan") not to exceed \$20,000,000 for an Affordable Housing Development (AHD) and a grant (the "AHSC Grant") in an amount not to exceed \$10,000,000 for Housing -Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit -Related Amenities (TRA) or Program (PGM) activities as defined the AHSC Program Guidelines adopted by SGC on February 24, 2021. The AHSC Grant funds will be disbursed to the Developer. If awarded AHSC Grant funds, up to \$5,409,200 thereof (or the amount awarded by the AHSC Grant for City to design and construct STI and TRA projects) shall be transferred to the City for the purpose of constructing STI Improvements and TRA Improvements, and an amount not to exceed \$2,250,000 (or the amount awarded by the AHSC Grant for VCTC to manage STI and TRA projects) shall be transferred to Ventura County Transportation Commission (VCTC) for the purpose of constructing STI and TRA Improvements. The City will be the lead agency to design and construct the following two projects: 4th Street Mobility Improvements from C Street through the Oxnard Transit Center along Meta Street to 6th Street; design and construction of sidewalks, curb extensions, ADA improvements, traffic signal modifications, bike detection, class II on-street bike lanes, bike racks, benches, B Street transit hub improvements, resurfacing, drainage improvements, signage, striping, and new restroom; and Downtown Oxnard Transit Amenities; design and installation of bus shelters, benches, bike racks, lighting, and real-time arrival signs at 54 transit stops in Downtown Oxnard. VCTC will be the lead agency for the VCTC/CalVans vehicle acquisition. These improvements and AHSC grant amount requested will be described in more detail in the AHSC Application to be submitted by June 8, 2021.

D. The City and Developer are required to enter into this Agreement in order to comply with the specific AHSC Program Threshold Requirement stated in Section 106 (a) 12 (A) of the 2021 AHSC Program Guidelines dated February 24, 2021 (the “Locality Prior Experience Threshold Requirement”). This section of the guidelines dictates that applicants must demonstrate prior experience by providing evidence of at least two prior projects that are similar to the proposed AHSC project in scope and size, which have been completed by the applicant, or joint applicant, during the ten (10) years preceding the application due date. This section of the guidelines also states that the applicants may demonstrate the requisite experience by using the past experience of work completed of a non-applicant so long as the applicants can provide an executed agreement with that specific non-applicant for the completion of the related work in the AHSC Application for which funding is sought. The purpose of this Agreement is to, amongst other things, comply with the Locality Prior Experience Threshold Requirement. Locality completed prior experience projects in both STI and TRA are as follows:

a. STI:

Project Name: Flashing Pedestrian Beacons

Development Entity: City of Oxnard

Completion Date: April 17, 2020

Brief Description: Design and construction of pedestrian enhancements at 14 locations throughout the City of Oxnard, including installation of flashing pedestrian beacons, American with Disabilities Act improvements to sidewalk curb ramps, high visibility crosswalks, signage, and striping.

b. STI:

Project Name: Vineyard Avenue Resurfacing

Development Entity: City of Oxnard

Completion Date: September 14, 2019

Brief Description: Design and construction of roadway resurfacing including Class II bike lanes, American with Disabilities Act improvements to sidewalk curb ramps, high visibility crosswalks, signage, and striping.

c. TRA:

Project Name: Ventura Road Route Bus Stops

Development Entity: City of Oxnard

Completion Date: March 25, 2020

Brief Description: In partnership with Gold Coast Transit and Ventura County Transportation Commission, City design and constructed a new transit line along a six and one-half mile length of Ventura Road, Hueneme Road, and Saviers Road. New bus stops were installed including pedestrian and American with Disabilities Act improvements to sidewalk curb ramps, bus pullout areas, poles and signage.

d. TRA:

Project Name: Victoria Avenue Improvements and Bus Stop

Development Entity: City of Oxnard

Completion Date: September 11, 2014

Brief Description: Sidewalk and bike lane installation, drainage improvements, roadway improvements to medians, and bus stop pad improvements, including American with Disabilities Act improvements to sidewalk curb ramps, poles and signage.

E. The City is a non-applicant, but, as set forth herein, shall implement a portion specific STI Improvements and TRA Improvements, included in the AHSC Application. (collectively, the “Sustainable Transit Obligations”). VCTC is a non-applicant, and will also implement a portion specific Sustainable Transit Obligations, included in the AHSC Application, under separate agreement with the Developer.

F. The Developer shall be responsible for constructing and developing the Housing Project, and certain HRI Improvements, Educational Programs and TRAs or STIs (together, the “Developer Obligations”), and for all costs and expenses related thereto and the City shall be responsible for developing and constructing the 4th Street Mobility Improvements and Downtown Oxnard Transit Amenities and for all costs expenses related thereto. In connection with the AHSC Grant and AHSC Loan, Developer is required to enter into standard agreements, disbursement agreements, and regulatory agreements with HCD where Developer will be liable for the full and timely performance by the parties to complete the obligations set forth therein, including completion of the Housing Project, completion of the HRI, STI and TRA Improvements, and funding of the AHSC Programs, as described in the AHSC Application. The AHSC Application and all standard agreements, disbursement agreements, regulatory agreements and any other agreements required by HCD in connection with the AHSC Grant and AHSC Loan shall be collectively referred to herein as the “AHSC Documents”.

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. OBLIGATIONS. The City shall complete the Sustainable Transit Obligations in accordance with the terms of the AHSC Documents and the approved design and construction documents. The Developer shall, in its sole responsibility, complete the Developer Obligations in accordance with the terms of the AHSC Documents and the approved design and construction documents. Many Mansions agrees not to submit the AHSC Application without the City’s final approval. Once submitted by AHSC, the AHSC Application shall become attached hereto and incorporated herein by this reference. Further, in the event that the application does not receive sufficient funds to where the City’s request is unfulfilled, the parties shall negotiate further whether to accept partial funds or not. In the event that a mutual agreement is not achieved, the City may reject the AHSC grant funds and shall not be obligated to complete the STI and/or TRA projects, as identified in Section C of this Agreement.
2. Indemnification.
 - a. City Indemnity. City shall indemnify, defend, protect, and hold harmless the Developer and its affiliates, directors, officers, partners, members, agents, and employees (each, a “**Developer Indemnified Party**”) against any and all third -party suits, actions, claims, causes of action, liabilities, costs, and expenses (including attorneys' fees) as incurred (collectively “**Damages**”) arising out of or in connection with City’s performance of or failure to perform the Sustainable Transit Obligations and/ or obligations hereunder, in the manner and within the time periods, and to otherwise perform any covenants, set forth in the AHSC Documents applicable to the Sustainable Transit Obligations or its obligations hereunder. However, in no event shall a Developer Indemnified Party be indemnified hereunder for any Damages resulting from such party’ s sole negligence or willful misconduct. City agrees to pay all of the costs and expenses of the Developer Indemnified Parties, including attorneys' fees, which may be incurred in any effort to enforce any term

of this Agreement, including, but not limited to, all such costs and expenses which may be incurred by any Developer Indemnified Party in any legal action, reference or arbitration proceeding brought by HCD or other third party.

b. Developer Indemnity. Developer shall indemnify, defend, protect, and hold harmless the City and its affiliates, directors, officers, partners, members, agents and employees (each, a “**City Indemnified Party**”) against any and all Damages arising out of or in connection with Developer's performance of or failure to perform its Developer Obligations to complete construction and development of the Housing Development, in the manner and within the time periods, and to otherwise perform any covenants, set forth in the AHSC Documents. However, in no event shall the City Indemnified Party be indemnified hereunder for any Claims resulting from such party's sole negligence or willful misconduct. Developer agrees to pay all of the costs and expenses of the City Indemnified Party, including attorneys' fees, which may be incurred in any effort to enforce any term of this Agreement, including, but not limited to, all such costs and expenses which may be incurred by any City Indemnified Party in any legal action, reference or arbitration proceeding brought by HCD or other third party.

c. Notwithstanding the generality of the foregoing, neither party is liable to the other party (including any person or entity claiming through the other party) for the other party's lost profits or special, incidental, indirect, consequential, or exemplary damages arising out of or in any manner connected with this agreement or its subject matter, regardless of the form of action and whether or not the non-claiming party has been informed of, or otherwise might have anticipated, the possibility of damages. However, the limitations of liability set forth in this section 2(c) or elsewhere in this agreement do not apply to, or take into account, damages: (i) resulting from the gross negligence, bad faith, or the willful or intentional misconduct of a party or its personnel; or (ii) stemming from personal injury, death, or property damage caused by a party or its personnel.

3. Schedule of Performance; Progress Reports. The City shall comply with the schedule of performance set forth on Exhibit 1 attached hereto for the completion of the Sustainable Transit Obligations hereunder (the “Schedule of Performance”).
4. Cost Overruns. Developer shall be responsible for paying all costs required to complete the Housing Project, irrespective of whether such costs exceed the AHSC Loan and the portion of the AHSC Grant designated for the HRI Improvements. City shall be responsible for paying all costs required for the Sustainable Transit Obligations irrespective of whether such costs exceed the portion of the AHSC Grant designated for the Sustainable Transit Obligations.
5. Disbursement of AHSC Grant Funds. Developer and City agree that the AHSC Grant funds shall be disbursed directly to the Developer. The AHSC Loan may be assigned and disbursed to a limited partnership in which the Developer or its affiliate is the managing general partner. As part of City's implementation of the proposed 4th Street Mobility Improvements and Downtown Oxnard Transit Amenities identified in section C of this agreement, City shall submit to Many Mansions all cost invoices and draw requests for the Transit Funds that are associated with the proposed improvements and, promptly following receipt, Many Mansions shall submit such requests to HCD for City's reimbursement. Promptly following receipt of the requested Transit Funds, Many Mansions will deliver those funds to the City which shall exercise due diligence and complete the proposed improvements no later than the deadline required under the HCD AHSC grant documents. If HCD allows, City invoices will be submitted directly to HCD, so that reimbursement can be made directly to City, and City will share and deliver to Many Mansions true, correct and complete copies of all invoice submittals and draw requests to HCD.

6. Notices. Formal notices, demands, and communications between the parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

City:

Tatiana Arnaout, City Engineer
City of Oxnard
305 W Third Street,
Oxnard, CA 93030

Developer:

Alexander Russell, Executive Vice President
Many Mansions
1259 E Thousand Oaks Blvd.,
Thousand Oaks, CA 91360

7. Events of Default. The occurrence of any of the following events shall constitute an “Event of Default” under this Agreement:
- a. A Party fails to perform any of its obligations under this Agreement, and does not cure such failure within 30 days after written notice of such failure has been delivered to the defaulting party; or
 - b. A Party purports to revoke this Agreement or this Agreement becomes ineffective for any reason (other than by virtue of the application of clauses (i) or (ii) of Section 8).
8. Termination. This Agreement shall terminate upon the earlier of: (i) completion of all obligations under the AHSC Documents; or (ii) mutual agreement of the parties hereto; or (iii) the occurrence of an Event of Default.
9. Third Party Beneficiary. The Partnership shall be a third-party beneficiary of this Agreement and shall be entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party to this Agreement.
10. Miscellaneous.
- a. Nothing in this Agreement shall be construed to limit any claim or right which any party may otherwise have at any time against an indemnifying Party under Section 2 or any other person arising from any source other than this Agreement, including any claim for fraud, misrepresentation, waste, or breach of contract other than this Agreement, and any rights of contribution or indemnity under any federal or state environmental law or any other applicable law, regulation, or ordinance.
 - b. If any party delays in exercising or fails to exercise any right or remedy against a Party, that alone shall not be construed as a waiver of such right or remedy. All remedies of any Party against the other Party are cumulative.
 - c. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective representatives, heirs, executor, administrators, successors, and

assigns. This Agreement may not be amended except by a written instrument executed by the parties hereto.

d. This Agreement shall be deemed to have been delivered and accepted in the State of California and governed exclusively by the internal substantive laws of the State of California as the same may exist at the date hereof. The parties hereto hereby agree that any action hereon between the parties hereto and their successors in interest may be maintained in a court of competent jurisdiction located in the State of California, and consent to the jurisdiction of any such California court for the purposes connected herewith.

e. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto and the Partnership.

f. This Agreement may be executed in multiple counterpart copies, any one of which when duly executed, with all formalities hereof, shall be fully binding and effective as the original of this Agreement.

g. This Agreement shall be effective as of the date first written above, provided however that in the event that the Developer does not receive an award of the AHSC Loan and AHSC Grant, this Agreement shall automatically terminate and be of no further force or effect.

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h. The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination, or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement will so survive and continue to bind the Parties. Without limiting the generality of the foregoing, the Parties specifically acknowledge that the provisions of Section 2 will survive and continue to bind the Parties.

Each of the undersigned hereby executes this Agreement in the spaces provided below to evidence their respective agreement to the terms of this Agreement.

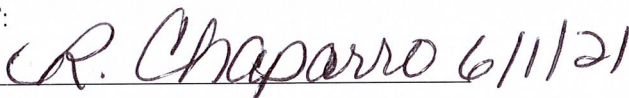
City of Oxnard:

By: 

Name: John C. Zaragoza

Its: Mayor

ATTEST:

By:  6/11/21

Name: Rose Chaparro

Its: City Clerk

APPROVED AS TO FORM:

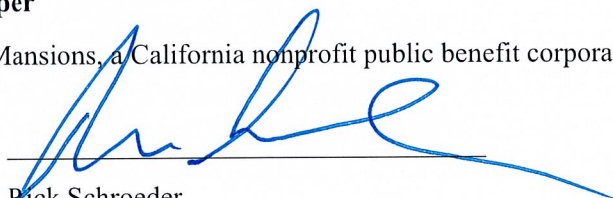
By: 

Name: Stephen M. Fischer

Its: City Attorney

Developer

Many Mansions, a California nonprofit public benefit corporation

By: 

Name: Rick Schroeder

Its: President

By: 

Name: Sister Lisa Megaffin

Its: Secretary

EXHIBIT 1**Schedule of Performance****Exhibit 1: Schedule of Performance**

Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, the month and year completed has been provided. For those milestones not yet completed, a projected completion date (MM/YY) for each of the applicable items is provided below.

STI MILESTONES	
STI Capital Project Milestone Schedule	Estimated Date*
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	06/21
Site Control of sites(s) by proposed developer.	
Completed all necessary environmental clearances, including those required under CEQA and NEPA.	06/22
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	2/24
Commencement of Construction.	9/24
Construction completion and closeout.	1/25
Program funds fully disbursed.	6/25

TRA MILESTONES	
TRA Capital Project Milestone Schedule	Estimated Date*
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	6/21
Site Control of sites(s) by proposed developer.	
Completed all necessary environmental clearances, including those required under CEQA and NEPA.	6/22
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	2/24
Commencement of Construction.	9/24
Construction completion and closeout.	1/25
Program funds fully disbursed.	6/25

*Subject to change after award of AHSC funds. Schedule to be finalized with City, HCD and Developer.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: February 6, 2024

TO: City Council

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

SUBJECT: Professional Services Agreement 32400346 with Huitt-Zollars, Inc. for the 4th Street Mobility Improvements and the Downtown Bus Stop Improvements Projects.

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute an Agreement with Huitt-Zollars, Inc. in the amount of \$772,053.47 for architectural and engineering design services for the 4th Street Mobility Improvements Project (C2204) and the Downtown Bus Stop Improvements Project (C2415); and
2. A budget appropriation of \$175,834.83 from the available fund balance of the Circulation System Improvement Fees Fund 350 to the Downtown Bus Stop Improvements Project (C2415).

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

BACKGROUND

The 4th Street Mobility Improvements objective is to promote and accommodate more pedestrians and bicyclists to access downtown Oxnard from surrounding neighborhoods and from the Oxnard Transit Center. The Project will extend from C Street to the Oxnard Transit Center along Meta Street to 6th Street and will include design and construction of sidewalks, curb extensions, American with Disabilities Act (ADA) improvements, traffic signal modifications, bike detection, class II on-street bike lanes, bike racks, benches, B Street transit hub improvements, resurfacing, drainage improvements, signage, and striping. This scope of work is funded through a California Transportation Commission (CTC) Active Transportation Program (ATP) grant. The public restroom improvements, noted in the 4th Street Mobility Improvements project's scope of work, will also be designed as part of this agreement, utilizing available funding from the Public Restroom Improvements Project (C2305).

The Downtown Oxnard Bus Stop Improvements objective is to improve bus stop amenities through the design and installation of bus shelters, benches, bike racks, lighting, and real-time arrival signs at 54 transit stops in downtown Oxnard. Transit stop locations were selected by Gold Coast Transit District.

The improvements described above are tied to a housing development, Central Terrace Apartments, which is under construction through Many Mansions, a non-profit affordable housing provider. The housing project includes 86 affordable rental units located at 6th and Meta Street. The City's transportation projects allowed Many Mansions to obtain \$15M of housing infrastructure funding from the state Affordable Housing and Sustainable Communities (AHSC) program and \$8M of AHSC funding for the construction phase of the transportation projects. There are deadlines associated with both the AHSC housing grant and the ATP transportation grant, necessitating the expediency of this design agreement.

Capital Improvement Program (CIP) Reference:

Project No. C2204 – 4th Street Mobility Improvements Project – Page 45; and **Project No. C2415** – Downtown Bus Stop Improvements Project - Page 53 - CIP 2022-2027 - Adopted May 3, 2022.

DISCUSSION

Since the projects are located in the downtown area, and in an effort to deliver the plans, specifications and estimates efficiently, the two projects are being designed together under one contract.

The specific work for the design phase includes developing a separate set of plans, specifications, and estimates for each project. The consultant is tasked with the following:

1. Project management including progress meetings, schedule, communications, coordination, quality assurance and quality control, and monthly invoicing.
2. Data gathering including site visits, preliminary investigations, permitting requirements, geotechnical investigation, and survey.
3. Public engagement including preparing presentations for up to three public meetings to convey the overall design concepts and seeking feedback.
4. Schematic design, including three design iterations prior to the final design.
5. Design development for construction bid-ready plans, specifications, and estimates.
6. Final design drawings.
7. Bid phase assistance.
8. Construction phase assistance.

The Purchasing Department published Request for Proposal (RFP) PW 24-04 for Engineering Services for 4th Street Mobility Improvements and Downtown Oxnard Bus Stop Improvements Project on July 27, 2023, with a proposal due date of August 31, 2023. RFP PW 24-04 received one (1) proposal with proposed fees from the following engineering firm:

Huitt-Zollars, Inc. \$772,053.47

The proposal was reviewed by two staff members and a consultant consisting of the City's Assistant City Engineer, Development Manager with the City's Housing Department, and the City's on-call consultant project manager with m6 Consulting, Inc. The scoring criteria consisted of the proposer's relevant experience, responsiveness, technical competence, past record of similar work, capacity to complete the scope of work, and proposed cost. Staff have confirmed that Huitt-Zollars meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information, research performed to date, and an interview with the firm, staff believes that Huitt-Zollars is capable of satisfactorily providing the necessary services and recommends awarding the professional services agreement.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The Agreement 32400346 with Huitt-Zollars, Inc. for both the 4th Street Mobility Improvements Project and the Downtown Bus Stop Improvement Projects shall not exceed a total of \$772,053.47.

The design cost for the portion associated with the 4th Street Mobility Improvements Project (C2204) is \$504,158.64. C2204 has an available project budget appropriation for design, in the amount of \$641,900 from the Transportation Grant State (Fund 210).

The portion associated with the restroom design is \$92,060 and will be funded through the Public Restroom

Improvements project (C2305), which has an available project budget appropriation in the amount of \$1,510,476 from the General Fund (101). Please note, that the grant funds for the design work awarded to the City are not eligible to be used on the restroom component. Therefore, the Public Restroom Improvements CIP project will be used for this part of the design.

There is a request for additional project budget appropriations of \$175,834.83 from the available fund balance of the Circulation System Improvement Fee (Fund 350) for the design portion associated with the Downtown Bus Stop Improvement Project (C2415) to fully fund this agreement.

For Finance Use Only: Developer Impact Fees Fund - Circulation System Improvement (Fund 350 Org. 80401001 Obj. 59800), Capital Outlay Fund (Org. 3013102 Obj. 49300/53200) Project C2415; State & Local Grants Fund (Og. 2101001 Obj. 59800), Capital Outlay Fund (Org. 3013102 Obj. 49300/53200) Project C2204; General Fund (Org. 1011001 Obj. 59800), Capital Outlay Fund (Org. 3013301 Obj. 49300/53200) Project C2305

COMMITTEE OUTCOME

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

Prepared by: Debbie O'Leary, Transportation Planner, Morgan Kessler, City Engineer

ATTACHMENTS

1. 32400346 Huitt-Zollars



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: October 21, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Zone Text Amendment (Permit No. 25-580-01) to allow Agricultural and Construction Vehicles Sales and Incidental Repair and Service uses in the Heavy Manufacturing (M-2) Zone (20 minutes).

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive public testimony concerning the adoption of the Zone Text Amendment to Oxnard City Code Chapter 16, Article III, Division 11, Section 16-163 for properties located within the City of Oxnard zoned Heavy Manufacturing; and
2. Find the Zone Text Amendment to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(C)(2) & (3) (Preliminary Review) and 15061(b)(3) (Review for Exemption); and,
3. Approve the first reading by title only and waive further reading of the proposed Ordinance titled: "ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 25-580-01 (ZONE TEXT AMENDMENT) TO AMEND OXNARD CITY CODE CHAPTER 16, ARTICLE III, DIVISION 11, SECTION 16-163 TO INCLUDE THE AGRICULTURAL AND CONSTRUCTION VEHICLES SALES WITH INCIDENTAL REPAIR AND SERVICE USE AS A PERMITTED USE WITHIN AREAS ZONED HEAVY MANUFACTURING (M-2). FILED BY DESIGNATED AGENT HOLLEE KING WINEGAR, 7584 EISENHOWER ST, VENTURA CALIFORNIA 93003, ON BEHALF OF THE PROPERTY OWNER, TODD INDUSTRIAL PARK, 5755 VALENTINE ROAD, SUITE 203, VENTURA, CALIFORNIA 93003".

(This is a Public Hearing and was reviewed by the Planning Commission, therefore 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/-pKU-SFSL8c>

BACKGROUND

The applicant requests a Zone Text Amendment (ZTA) to allow the "Agricultural and Construction Vehicles Sales with Incidental Repair and Service" use in the Heavy Manufacturing (M-2) zone with the approval of a Development Design Review (DDR) permit. A DDR permit is an administrative-level discretionary review which is subject to approval by the Community Development Director. A DDR is required for all new buildings or structures, unless another permit is required. A DDR is also required for some uses. For the purposes of this staff report, the foregoing project description shall be referred to as the "Project". The project was filed by the Julie McCaslin, Todd Industrial Park (the "Applicant"), 5755 Valentine Road, suite 203, Ventura California 93003.

The Planning Commission (PC) reviewed and recommended Council approval of the subject Zone Text Amendment (ZTA) on August 7, 2025, no questions were raised by the Commissioners. The final motion carried 5 (in favor) - 0

(against), with one commissioner absent.

DISCUSSION

Zone Text Amendment

This Zone Text Amendment would be applicable to all areas zoned Heavy Manufacturing (M-2), which are generally located within the industrial areas south of Fifth Street, east of Commercial Avenue, west of Rose Avenue and north of Wooley Road; for areas south of McWane Boulevard and west of Edison Road; and for areas north of Fifth Street, south of Sturgis Road, east and west of Del Norte Road (see Attachment 2). There are approximately 29 Parcels zoned M-2 within the City Limits.

General Plan Consistency

The proposed Project does not conflict with the General Plan Land use, goals, and policies. The General Plan designation for the areas in which the zone text amendment is being proposed is Industrial Heavy and Central Industrial Area. The Industrial Heavy and Central Industrial Area land use designations are primarily categorized for outdoor industrial uses and or for uses within specialized structures that may involve transportation, storage, or use of hazardous materials. The proposed zone text amendment will be consistent and compatible with the City's General Plan Land Use designation as the proposed land uses consists of outdoor display of large agricultural and construction equipment, sales, and other ancillary services similar in kind to the existing land uses established in the Industrial Heavy and Central Industrial Area Land Use designations.

Zoning Consistency

The proposed Zone Text Amendment is consistent with the purpose and intent of the M-2 Zone: "The purpose of the M-2 Zone is to provide areas for industrial uses that are primarily outdoor and/or within specialized structures that may involve general manufacturing, processing, and/or fabrication activities, including outdoor storage and manufacturing, that are specifically excluded from other industrial zones and which do not require highly restrictive performance and development standards in regard to adjoining uses." (Oxnard City Code (OCC)16-660) In addition, this use is similar to other permissible uses currently allowed in the M-2 zone such as marine equipment sales with incidental repair and service, mobile home sales and display, vehicle service stations, and freight classification yard, including truck and bus storage.

The amendment to OCC Chapter 16, Article III, Division 11, Section 16-163 Industrial Land Use by Zone: Industrial Land Use Matrix, would allow for the sales of agricultural and construction equipment such as heavy duty agricultural tractors, large equipment agricultural attachments, plate compactors, large construction bulldozers, trenchers, tractor loaders, motor graders loaders, and crane trucks in large industrial areas suitable for the size of the vehicles and equipment in the M-2 zone. For more information regarding the Industrial Land Use Matrix, please refer to Attachment 5, Exhibit A, of the proposed City Council Ordinance.

Environmental Review

In accordance with Sections 15060 (Preliminary Review) and 15061 (Review for Exemption) of the California Environmental Quality Act (CEQA) Guidelines, the proposed ZTA 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. Furthermore, the proposed project activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment because no development is being proposed as part of the ZTA and any future development will be reviewed in accordance with the State CEQA Guidelines and City's adopted CEQA thresholds requirements. On August 7, 2025, the Planning Commission found the Project exempt from CEQA and approved this item 5-0 (with one commissioner absent).

STRATEGIC PRIORITIES

This agenda item supports the 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 is no fiscal impact associated with this agenda item.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Planning Commission (PC), therefore this item did not originate in Committee. During the Commission's public hearing on August 7, 2025, no questions were raised by the Commissioners.

Following the deliberation, the Commission adopted Resolution No. 2025-21 recommending the City Council approve Planning and Zoning Permit No. 25-580-01 for a Zone Text Amendment, subject to certain findings (Attachment 3).

The Planning Commission meeting can be viewed online at the following link: August 7, 2025 - <https://youtu.be/gSC0EfwchqI>

The final motion carried 5 (in favor) - 0 (against), with one commissioner absent.

Attachment 3 reflects the Commission's recommended action to the City Council.

Prepared by: Juan Carlos Torres, Associate Planner

ATTACHMENTS

1. August 7, 2025, PC Staff Report-(without Attachments)
2. Map of Existing M-2 Zones-City Wide
3. Planning Commission Zone Text Amendment Resolution 2025-21
4. Notice of Exemption
5. City Council Ordinance
6. City Council Staff Presentation

PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Juan Carlos Torres, Associate Planner

DATE: August 7, 2025

SUBJECT: **Project Name: Industrial Code Matrix Text Amendment;** Planning and Zoning Permit No. 25-580-01 (Zone Text Amendment); The amendment is City Wide for areas zoned Heavy Manufacturing (M-2).

- 1) **Recommendation:** That the Planning Commission (“**Commission**”):
 - a) Find the project to be Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15060 (c) (2) & (3) and 15601 (b)(3); and
 - b) Adopt Resolution 2025-XX recommending that the City Council approve Planning and Zoning Permit No. 25-580-01 (Zone Text Amendment).
- 2) **Project Description and Applicant:** A request for a Zone Text Amendment (ZTA) to the Oxnard City Code (OCC) Chapter 16, Article III, Division 11, Section 16-163 Industrial Land Use By Zone: Industrial Land Use Matrix of the Oxnard City Code to allow Agricultural and Construction Vehicles Sales with Incidental Repair and Service Use within the City of Oxnard for industrial areas zoned Heavy Manufacturing (M-2). Agricultural and construction vehicles sales uses would require approval of a Development Design Review (DDR) Permit and shall comply with the development standards of the M-2 Zone. For the purposes of this staff report, the foregoing project description shall be referred to as the “Project”. Filed by the Julie McCaslin, Todd Industrial Park (the “Applicant”), 5755 Valentine Road, suite 203, Ventura California 93003
- 3) **Background Information:** Oxnard City Code Chapter 16, Article III, Chapter 11, Section 16-163, Industrial Land Uses by Zone: Industrial Land Use Matrix currently list Agricultural and Construction Vehicles Sales with Incidental Repair and Service use are permitted in the Limited Manufacturing (M-L) and Light Manufacturing (M-1) industrial zones with the approval of a Development Design Review Permit.

Agricultural and Construction Vehicles Sales with Incidental Repair and Service use is not listed as a permitted use in the Heavy Manufacturing (M-2) Zone. The M-2 zone allows for other similar uses such as freight classification yard, including truck and bus storage, marine equipment sales with incidental repair and service, mobile home sales and display, outdoor storage or assembly as primary use, vehicle service stations, and vehicle storage under a DDR Permit or a Special Use Permit (SUP).

*Industrial Code Matrix Text Amendment
 PZ No. 25-580-01 (Zone Text Amendment)
 PC Hearing Date: August 7, 2025
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- 4) **Existing & Surrounding Land Uses:** The Heavy Manufacturing (M-2) sub-zone accounts for all of the heavy manufacturing properties within the City of Oxnard. This represents approximately 29 parcels generally located within the industrial areas south of Fifth Street, east of Commercial Avenue, west of Rose Avenue and north of Wooley Road; for areas south of McWare and west of Edison Road; for areas north of Fifth Street, south of Sturgis Road, and east and west of the Del Norte Road (see Attachment A). The following table identifies the 2030 General Plan and zoning designations of the Project site and adjacent properties.

- 5) **Environmental Determination:** The proposed action is Categorically Exempt from the California Environmental Quality Act (CEQA) Guidelines Sections 15060 (C) (2) & (3) and 15061 (b)(3) because this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and because the ZTA proposes to allow an Agricultural and Construction Vehicles Sales and Incidental Repairs and Service use for areas zoned M-2. No development is being proposed as part of the ZTA and any future development will be reviewed in accordance with the State CEQA Guidelines and City's adopted CEQA thresholds requirements. Furthermore, the proposed ZTA 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. Therefore, Staff has determined that there is no substantial evidence that the Project will have a significant effect on the environment and recommends that the Planning Commission accept the Notice of Exemption (Attachment B), which will be filed in accordance with the CEQA Guidelines.

- 6) **Project Analysis:**
 - a) **General Discussion:** Pursuant to Oxnard City Code (OCC) Section 2-95, the Planning Commission is an advisory body which provides land use recommendations to the City Council on items such as General Plan Amendments, Specific Plans, Ordinance Amendments, Development Agreements and Zone Text Amendments.

Industrial Land Use Matrix of the Oxnard City Code to permit "Agricultural and Construction Vehicles Sales with Incidental Repair and Service" on industrial M-2 zones. The proposed request for amendments to Article III, Division 11, Section 16-163 for M-2 industrial zones is to allow Agricultural and Construction Vehicles Sales with Incidental Repair and Service uses. The sales of agricultural and construction vehicles such as heavy duty agricultural tractors, large equipment agricultural attachments, plate compactors, large construction bull dozers, trenchers, tractor loaders, motor graders loaders, and crane trucks because of the size of the vehicles/equipment can only be accommodated in large industrial areas such as the M-L, M-1 and M-2 zones. The M-2 zone's compatible uses primary purpose is to provide areas for industrial uses that involve outdoor display of equipment and ancillary outdoor storage. The proposed use primarily consists of the sales and the displaying of large agricultural and construction equipment vehicles with

ancillary outdoor equipment and a sales office.

The construction and operations of agricultural and construction vehicles sales with incidental repair and service will require approval of a DDR Permit and shall comply with the development standards established for the M-2 zone. While the City has received inquiries regarding allowing the proposed use in the M-2, no formal applications for a project proposal have been submitted to date. No development is currently proposed as part of the proposed zone text amendment.

- b) *General Plan Consistency:*** Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project. The proposed Project does not conflict with the General Plan Land use, goals, and policies. The General Plan designation for the areas in which the zone text amendment is being proposed is Industrial Heavy and Central Industrial Area.

The Industrial Heavy land use designation is primarily categorized for outdoor industrial uses and or for uses within specialized structures that may involve transportation, storage, or use of hazardous materials.

The Central Industrial Area land use designation, similar to Industrial Heavy Land Use designation, is characterized by uses which often involve outdoor uses and storage. The industrial area is predominated by agricultural processing and vehicle and equipment storage and repair.

The proposed zone text amendment will be consistent and compatible with the City's General Plan Land Use designation as the proposed land uses consists of outdoor display of large agricultural and construction equipment, sales, and other ancillary services similar in kind to the existing land uses established in the Industrial Heavy and Central Industrial Area Land Use designations.

Furthermore, the proposed zone text amendment would be compatible with the City's General Plan Goal CD-6-Compatible Agriculture, as the City continues to promote agriculture uses within the City's Planning Area by allowing agricultural compatible and ancillary uses such as agricultural and construction vehicles sales with incidental repair and service in the M-2 zones, for the existing City's agricultural industry.

- c) *Zoning Code Designation Consistency:*** The purpose of the Heavy Manufacturing zone is to provide for industrial uses that are primarily outdoor and or within structures that may involve general manufacturing, processing ,and/or fabrication activities, including outdoor storage and manufacturing, that are specifically excluded from other industrial zones and which do not require highly restrictive performance and development standards in regard to adjoining uses.

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The proposed zone text amendment to include “Agricultural and Construction Vehicles Sales with Incidental Repair and Service” use in the Land Use Matrix, M-2 zone, with the approval of a DDR permit would be consistent the Land Use Matrix for M-2 Zones, as other permissible uses currently listed in the M-2 zone are similar in kind; such as marine equipment sales with incidental repair and service, mobile home sales and display, outdoor storage as primary use, vehicle service stations, vehicle storage, and freight classification yard, including truck and bus storage. The existing listed permitted uses are similar to the proposed land use zone text amendment as it primarily consist of outdoor display, storage, and sales or large items or equipment which are typically found in heavy industrial areas.

In addition, the existing Land Use Matrix currently lists Agricultural and Construction Vehicles Sales with Incidental Repair and Service use in the Limited Manufacturing (M-L) and Light Manufacturing (M-1) zones with the approval of a DDR permit. The City’s M-L and M-1 zones are intended for manufacturing, wholesaling, warehousing, fabrication, indoor and outdoor assembly, storage, and limited outdoor storage associated with a primary use. The M-L and M-1 zones restrict outdoor storage as a primary use unless outdoor storage is ancillary to a permissible use but yet allows for Agricultural and Construction Vehicles sales with Incidental Repair and Service use. Therefore, the proposed zone text amendment can be justified as the proposed use is consistent with the intent of the M-2 zone and is currently permissible in other less intensive industrial zones.

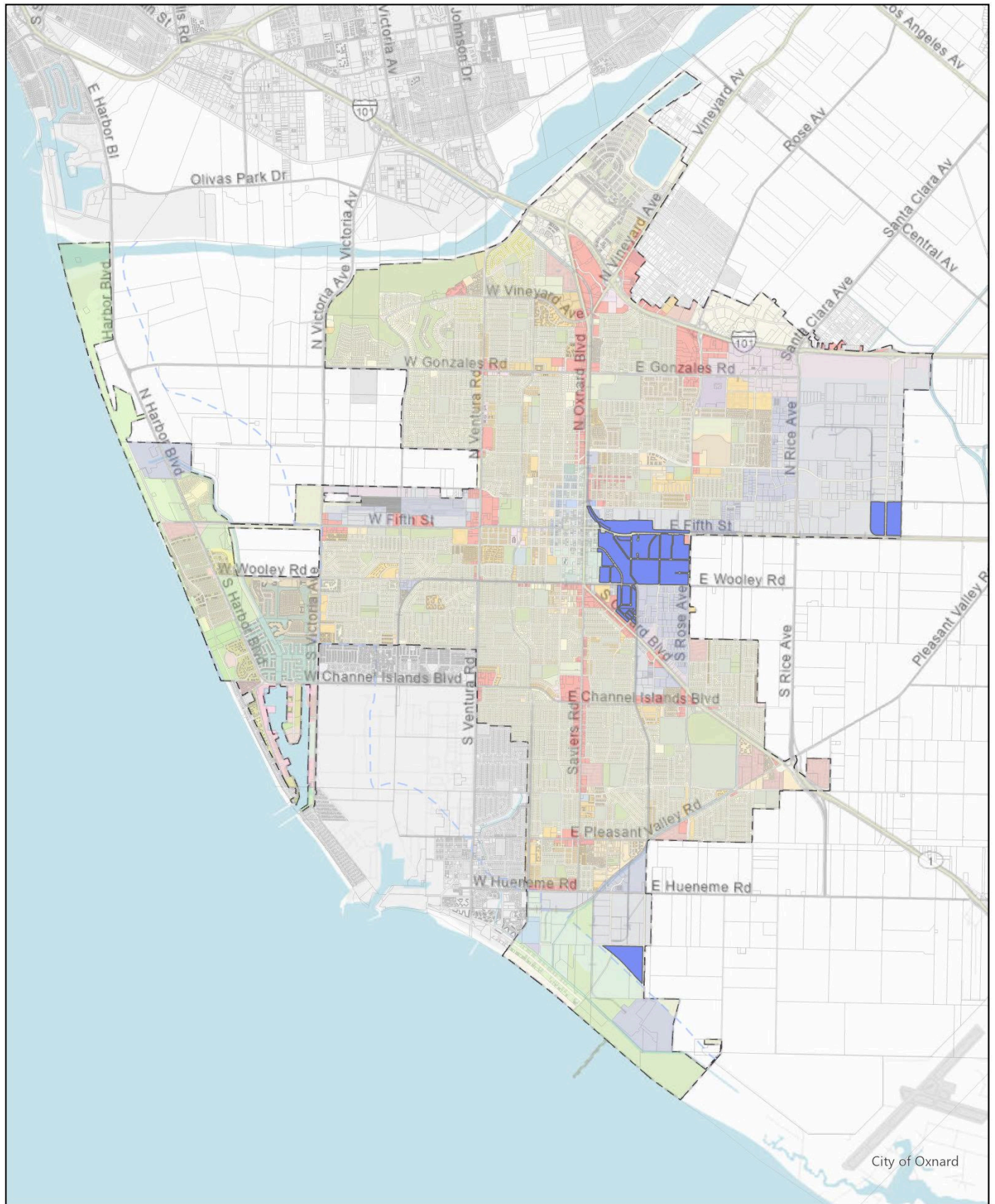
- 7) Community Workshop and Public Input:** Since the Project is city wide and is not specific to a General Plan designated neighborhood, the Project was not required to be presented to the community during a Community Workshop.

Consistent with public noticing requirements, the Planning Commission hearing was advertised in the local newspaper. To date, Planning Staff has not received any comments or inquiry from the public regarding the proposed Project.

- 8) Appeal Procedure:** The action of the Planning Commission on the Zone Text Amendment is a recommendation of either approval or denial to the City Council.

Attachments:

- A. Map of Existing M-2 Zones
- B. Notice of Exemption
- C. Draft Planning Commission Resolution Recommending Approval of PZ Permit No. 25-580-01 (Zone Text Amendment)
- D. Staff Presentation



0 0.5 1 2 Miles



Zoning Map

M-2 Zones

RESOLUTION NO. 2025-21

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF ZONE TEXT AMENDMENT NO. PZ 25-580-01 TO AMEND OXNARD CITY CODE (OCC) CHAPTER 16 (ZONING CODE) TO INCLUDE AGRICULTURAL AND CONSTRUCTION VEHICLES SALES WITH INCIDENTAL REPAIR AND SERVICE USE TO OCC CHAPTER 16, ARTICLE III, SECTIONS 16-163 (INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USES MATRIX) FOR AREAS ZONED HEAVY MANUFACTURING (M-2). FILED BY DESIGNATED AGENT HOLLEE KING WINEGAR, 7584 EISENHOWER ST, VENTURA CALIFORNIA 93003, ON BEHALF OF THE PROPERTY OWNER, TODD INDUSTRIAL PARK, 5755 VALENTINE ROAD, SUITE 203, VENTURA, CALIFORNIA 93003.

WHEREAS, the Planning Commission of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 25-580-01, filed by Hollee King Winegar on behalf of Todd Industrial Park, to amend Chapter 16 of the Oxnard City Code (OCC) pertaining to allowing Agricultural and Construction Vehicles Sales with Incidental Repair and Service use on areas zoned M-2 within the City of Oxnard. The development of the use would require approval of a Development Design Review Permit and shall comply with the development standards as set in the OCC Code for M-2 zones. The zone text amendment would amend OCC Chapter 16, Article III, Sections 16-163 (Industrial Land Uses by Zone: Industrial Land Use Matrix) for allowed land uses zoned M-2; and

WHEREAS, on August 7, 2025, the Planning Commission of the City of Oxnard ("Planning Commission") conducted a duly noticed public hearing to consider Applicant's request to approval of Planning and Zoning Permit Number 25-580-01 (Zone Text Amendment) to include Agricultural and Construction Vehicles Sales with Incidental Repair and Service use on areas zoned M-2 in accordance with the Oxnard City Code; and

WHEREAS, the Planning Commission received written and verbal comments from the public; and

WHEREAS, the Planning Commission finds that the proposed ZTA is in the public interest and reflects the input from residents, stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed ZTA does not involve any direct physical changes to the environment. There are no changes in landforms or an intensification of land uses as a part of the proposed ZTA, and all public services for existing land uses will remain as-is with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC, Section 16-163 (Industrial Land Uses by Zone: Industrial Land Use Matrix), herein attached as Exhibit 1, would establish specific provisions consistent with the 2030 General Plan; and

WHEREAS, the adoption of Zone Text Amendment would be a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by allowing uses related to Agricultural and Construction Vehicles Sales with Incidental Repair and Service uses in areas zoned M-2 within the City of Oxnard; and

WHEREAS, the Planning Commission determined that this action is exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA 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

WHEREAS, it is in the public interest, consistent with the 2030 General Plan and will further protect the public health, safety, and general welfare; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the proposed ZTA is consistent with the 2030 General Plan; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this ordinance that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council adoption of the ordinance attached hereto as Exhibit 1.

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into the operative provisions of this Resolution.

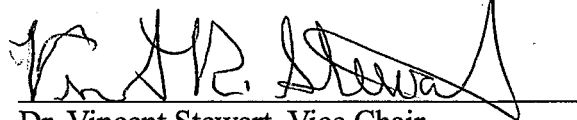
SECTION 2. Based upon the foregoing recitals, the Planning Commission finds, for the above stated reasons, and the reasons set forth in the staff report, that the proposed ZTA presented as Exhibit 1 herein will not result in any new significant environmental impacts that were not addressed in the 2030 General Plan Program EIR, will not increase the severity of any previously identified impacts, and is exempt from CEQA under Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3).

SECTION 3. The Planning Commission, based on the findings set forth herein, recommends that the City Council of the City of Oxnard adopt PZ No. 25-580-01 attached hereto as Exhibit A and incorporated herein by this reference to this Resolution.

SECTION 4. The Planning Commission hereby recommends that the City Council adopt the ordinance approving the ordinance amendment.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 7th day of August 2025 by the following vote:


Dr. Vincent Stewart, Vice 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 7th day of August 2025, and carried by the following vote:

AYES: Commissioners: Dr. Stewart, Nash, Schuelke, Dr. Lopez, and Barcena

NOES: Commissioners:

ABSENT: Commissioners: Chair Arruejo

ABSTAIN: Commissioners:

RECUSED: Commissioners:

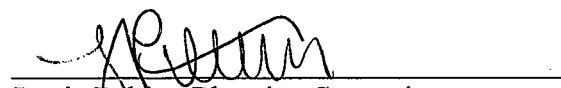

Jamie Reiter, Planning Supervisor

EXHIBIT A

ZONE TEXT AMENDMENT TO ALLOW AGRICULTURAL AND CONSTRUCTION VEHICLES SALES WITH INCIDENTAL REPAIR AND SERVICE USE TO HEAVY MANUFACTURING (M-2) ZONES

Section 16-163. Industrial Land Uses by Zone: Industrial Land Use Matrix of the Oxnard City Code is hereby amended to allow Agricultural and construction vehicle sales with incidental repair and service in the Heavy Manufacturing (M-2) Zone under a Development Design Review Permit read as follows (new text underlined and highlighted in yellow):

SEC. 16-163. INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USE MATRIX.

The allowed land uses in the industrial zoning districts are identified in the following table.

Industrial Land Use Matrix						
Key: Blank: Not Allowed P: Permitted Use (Requires a Zone Clearance) SUP: Special Use Permit DDR: Development Design Review Permit						
Land Use	Zone District					
	CM	BRP	M-L	M-1	M-2	Notes
Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities	P	P	P	P	P	
Administrative, financial, professional, medical, and general office services	P	P	SUP			
Adult businesses, except adult motels		P	P	P	P	Refer to section 16-337
Adult day care facilities	P	P				

Adult motels	P					Refer to section 16-336
Agricultural and construction vehicle sales with incidental repair and service	SUP		DDR	DDR	DDR	
Agricultural, limited to growing of crops	P	P	P	P	P	
Aircraft modification, storage, repair, and maintenance				P	P	
Aircraft sales	P	P	P	P		
Alcohol sales: on-site, off-site, and wine tasting	SUP	SUP	SUP	SUP		
Ambulance base facilities	P	P	P	P	P	
Appliance repairs	P		P	P		
Asphalt or concrete manufacture or refining					DDR	
Assembly or repair of small electrical and electronic equipment	P		P	P		
Assisted living residential facility		SUP				
Auction houses	P	P	P	P	P	
Boat building and repair				P	P	
Boiler repair and maintenance				P	P	
Book binding	P	P	P	P	P	
Bottling/canning plants			P	P	P	
Breweries, microbrew (less than 60,000 barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		
Breweries, craft (more than 60,000 barrels, less than 2 million barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		

Breweries, large (more than 2 million barrels)				DDR	DDR	
Brick, tile, or terra cotta manufacture				DDR	DDR	
Business furniture, supplies, and equipment sales	P	P	P			
Cabinet or carpenter shops	P		P	P	P	
Cafeterias accessory to permitted uses for the convenience of persons employed on the premises		P	P	P	P	
Carpet, rug, and dry-cleaning plants	P		P	P	P	
Cement, glass, lime, gypsum, or plaster manufacture					DDR	
Ceramic products	P		P	P	P	
Children s day care facility serving more than 15 children	SUP	SUP				
Churches	SUP	SUP	SUP	SUP	SUP	Refer to section 16-162(B)
Coffee shops, cafes	P	P	DDR	DDR	DDR	
Cold storage facilities including agricultural freezers and ice production and sales			P	P	P	
Commercial and retail uses	P	DDR	DDR	DDR		Refer to section 16-171
Commercial Cannabis Activities						
Cultivation		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173

Distribution		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Manufacturing		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Retail		SUP				Refer to sections 11-473 and 16-173
Testing		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses as determined by the planning manager	DDR	DDR	DDR	DDR		
Computer and business machine sales and service	P	P	P			
Convenience markets and drugstores	P	DDR				
Corporate training and professional development facilities including ancillary outdoor activities	P	P	P	P	P	
Day care facilities accessory to industrial uses		DDR	DDR	DDR		
Day care facilities (over 12 children) as a principal use	DDR	DDR				

Distribution, warehousing, and wholesaling	P	P	P	P	P	
Drive-through services	SUP	SUP	SUP			
Drop forge industries					DDR	
Dwelling unit, one per establishment, for security or management when located on the premises where such person is employed in such capacity and accessory to an industrial use	DDR		DDR	DDR	DDR	
Electric motor rebuilding	P		P	P	P	
Electrical and lighting supply	P		P			
Electronic and computer repair	P	P	P			
Emergency shelter for families	SUP		P			
Emergency shelter, permanent	SUP		P			
Emergency shelter, temporary	SUP		P			
Employment agencies	P	P				
Energy generation, distribution, storage, and support facilities, including electrical and gas utilities	SUP	SUP	SUP	SUP	DDR	
Explosives, manufacture or storage					DDR	
Farmworker housing	SUP		P	P	P	
Feed sales	P		P	P		
Fertilizer manufacture					DDR	
Firearm and ammunition sales			SUP			Refer to Chapter 16, Division 19
Fish smoking, processing, curing, or canning				DDR	DDR	
Florists	P	P				

Freight classification yard, including truck and bus storage and maintenance				DDR	P	
Furniture manufacture and assembly	P		P	P	P	
Furniture upholstery shops	P		P	P		
Garbage, offal, or dead animal reduction or dumping					P	
Garment manufacturing		P	P	P	P	
Gas bulk storage, manufacturing, and distribution of flammable liquids and all gases					DDR	
General office, including legal, professional, medical, consulting, or similar	P	P				
Indoor firearm range			SUP			Refer to Chapter 16, Division 20
Iron, steel, brass, or copper foundry or fabrication plant				SUP	DDR	
Kennels and animal boarding	DDR		DDR	DDR	DDR	
Kennel day care	P		P	P	P	
Laboratories, research only		P	P			
Laundry, commercial	P		P	P	P	
Light metal fabrication (for example, sheet metal, wrought iron, and the like)	P		P	P	P	
Lumber yards with incidental sales of building and hardware supplies (outside storage)	SUP			SUP	P	
Machine shops	P		P	P	P	
Manufacture and assembly of electrical and electronic	P	P	P	P	P	

instruments, devices, and components						
Manufacturing and maintenance of electric neon signs	P		P	P	P	
Manufacturing, compounding assembly, or treatment of articles or merchandise from prepared materials such as, but not limited to, canvas, cloth, stones, wood products, and leather			P	P	P	
Manufacturing, compounding, processing, packaging, or treatment of food products such as, but not limited to, bakery, dairy, fruits and vegetables, and honey			P	P	P	
Marine equipment sales with incidental repair and service	P		P	P	P	
Medical product sales	P	P	P			
Medical: hospitals and medical centers		SUP				
Metals recycling and storage, including sales				SUP	DDR	
Mini-warehouses and self-storage facilities	SUP		SUP	SUP	SUP	Refer to Resolution No. 6446
Mobile home sales and display	DDR		DDR	DDR	DDR	
Motels, hotels, and convention facilities	SUP	SUP				
Multifamily Residential uses up to 30 dwelling units per acre on parcels identified in the AHD additive zone, subject to the provisions in section 16-420		SUP				
Off-site non-accessory signs or billboards					SUP	Refer to section 16-608(G)

Oilcloth or linoleum manufacture					P	
Outdoor storage or assembly as a primary use					SUP	
Outdoor storage, incidental/accessory to uses otherwise permitted			DDR	DDR	DDR	
Paint, oil, shellac, turpentine, and varnish manufacture					DDR	
Paper and pulp manufacture					DDR	
Pawnshops	SUP					
Petroleum bulk plants and distribution				SUP	DDR	
Petroleum refining					DDR	
Photographic studios and services	P	P	P			
Planning mills				SUP	DDR	
Plastic manufacture				P	P	
Plumbing supply	P		P	P		
Printing shop, lithographing, photocopying, blueprinting, and publishing	P	P	P	P	P	
Product assembly plants and production facilities primarily engaged in final or partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products	P	P	P	P	P	
Public service uses - communications, fire and police, water, and other governmental or public facilities	DDR	DDR	DDR	DDR	DDR	
Radio or television broadcasting station	P	P	P	P	P	
Railroad support services				SUP	DDR	

Recycling collection: collection recycling facility for the acceptance of materials from the public including a bulk or single-feed reverse vending machine, a kiosk unit, or a permanent building				DDR	DDR	
Recycling mobile unit: mobile recycling unit used for the collection of recycled materials including the bins, boxes, or containers for the collection of recyclable materials	DDR		DDR	DDR	DDR	
Recycling processing facility: processing facility for ferrous and non-ferrous materials including the preparation of material for efficient shipment which includes baling, briquetting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re-manufacturing. Outdoor bin storage allowed for the collection of recycled materials				SUP	SUP	
Refrigeration and air conditioning repair and service	P		P	P	P	
Research and development, experimental or developmental laboratories		P	P	P	P	
Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics		P				
Restaurants and delicatessens	P	P	P	DDR	DDR	
Rock crusher or distribution of rock, sand, or gravel					DDR	
Sale of building and hardware supplies within a building	P		P	P	P	

Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways, and other major transportation corridors. Specialized commercial uses include promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings		SUP				
Stationery and office supplies	P	P				
Supportive housing	SUP					
Taxidermist	P		P	P		
Textiles manufacturing			P	P	P	
Trade schools, public and private schools and colleges, dance, and performing arts studios	P	P	DDR			
Transitional housing	SUP					
Vehicle assembly				SUP	DDR	
Vehicle and equipment dismantling and recycling, including sale of parts and vehicles					SUP	
Vehicle rental agencies	DDR	DDR	DDR			
Vehicle repair, including engine overhaul, body and fender work, transmission, radiator repair, painting, and upholstery	P		P	P	P	
Vehicle service stations	SUP	SUP	SUP	SUP	DDR	
Vehicle storage				SUP	SUP	
Veterinarians with on-site kennels	DDR		DDR	DDR	DDR	

Veterinarians with no on-site kennels	P		P	P	P	
Welding shops			P	P	P	
Wine production facility			SUP	P	P	
Wine tasting with or without cafes		SUP	SUP	SUP		

(Ord. No. 2958, 2961, 2985, 3001, 3032)

NOTICE OF EXEMPTION (NOE)

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: City of Oxnard
Community Development Department
214 South C Street
Oxnard, CA 93030

To: Ventura County Clerk-Recorder &
Registrar of Voters
Hall of Administration, Main Plaza
800 South Victoria Avenue,
Ventura, CA 93009-1260

Project Title: Industrial Code Matrix Text Amendment

Project Applicant: Julie McCaslin, Todd Industrial Park (Property Owner).

Project Location - Specific: City of Oxnard for areas zoned Heavy Manufacturing (M-2).

Description of Nature, Purpose and Beneficiaries of Project: PZ No. 25-580-01 (Zoning Text Amendment). A request for a Zone Text Amendment (ZTA) to the Oxnard City Code (OCC) Chapter 16, Article III, Division 11, Section 16-163 Industrial Land Use By Zone: Industrial Land Use Matrix of the Oxnard City Code to allow Agricultural and Construction Vehicles Sales with Incidental Repair and Service Use within the City of Oxnard for industrial areas zoned Heavy Manufacturing (M-2). Agricultural and construction vehicles sales uses would require approval of a Development Design Review (DDR) Permit and shall comply with the development standards of the M-2 Zone. Filed by the Julie McCaslin, Todd Industrial Park (the "Applicant"), 5755 Valentine Road, suite 203, Ventura California 93003

Name of Public Agency Approving Project (Lead Agency): City of Oxnard

Name of Person or Agency Carrying Out Project (Applicant): Julie McCaslin

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
 - Declared Emergency (Sec. 21080(b)(3); 15269(a));
 - Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
 - ☒ Categorical Exemption: Sections 15060(c) (2) & (3) & 15061(b) (3)
- Statutory Exemptions. State code number: _____

Reason(s) why project is exempt: In accordance with Section 15060 (c) (2) & (3) and 15061 (b) (2) (Review for Exemption) of the California Environmental Quality Act (CEQA) Guidelines, because this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and because the ZTA proposes to allow an Agricultural and Construction Vehicles Sales and Incidental Repairs and Service use for areas zoned M-2. No development is being proposed as part of the ZTA and any future developments will be reviewed in accordance with City's

and CEQA environmental review requirements. Furthermore, the proposed ZTA 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. The Project has no value as habitat for endangered, rare or threatened species. Additionally, this Project will not result in any significant effects relating to traffic, noise, air quality, or water quality. No Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption.

Lead Agency Contact Person: Juan Carlos Torres, Associate Planner (805) 385-8156

Joe Pearson II, AICP
Planning and Environmental Services Manager
City of Oxnard

Date

Note: Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 25-580-01 (ZONE TEXT AMENDMENT) TO AMEND OXNARD CITY CODE CHAPTER 16, ARTICLE III, DIVISION 11, SECTION 16-163 TO INCLUDE THE AGRICULTURAL AND CONSTRUCTION VEHICLES SALES WITH INCIDENTAL REPAIR AND SERVICE USE AS A PERMITTED USE WITHIN AREAS ZONED HEAVY MANUFACTURING (M-2). FILED BY DESIGNATED AGENT HOLLEE KING WINEGAR, 7584 EISENHOWER ST, VENTURA CALIFORNIA 93003, ON BEHALF OF THE PROPERTY OWNER, TODD INDUSTRIAL PARK, 5755 VALENTINE ROAD, SUITE 203, VENTURA, CALIFORNIA 93003.

WHEREAS, the City Council of the City of Oxnard has considered the proposed Zone Text Amendment “ZTA” (Exhibit A) to allow “Agricultural and Construction Vehicles Sales with Incidental Repair and Service” use to OCC Chapter 16, Article III, Division 11, Section 16-163 (Industrial Land Uses by Zone: Industrial Land Uses Matrix) for areas Zoned Heavy Manufacturing (M-2) as a permitted use with the approval of a Development Design Review; and

WHEREAS, on August 7, 2025, the Planning Commission of the City of Oxnard (“Planning Commission”) conducted a duly noticed public hearing to consider an application for adoption of the Zone Text Amendment (PZ 25-580-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, Section 16-581 of the Oxnard City Code authorizes the Planning Commission to recommend the action to be taken by the City Council on the application for a Zone Text Amendment; and

WHEREAS, on October 21, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for adoption of the ZTA (PZ 25-580-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the City Council finds, the proposed ZTA is in the public interest and reflects the input from residents, decision-makers, and other stakeholders in the community. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety, or general welfare of the City; and

WHEREAS, the City Council finds, the proposed ZTA would be consistent with the land uses and development anticipated by the 2030 General Plan; and

WHEREAS, the City Council finds, the adoption of the ZTA would be a reasonable exercise of the City’s Policy powers to ensure the continued health, safety, and welfare of the public by clarifying the implementation procedures of industrial zones throughout the City of Oxnard; and

WHEREAS, the City Council finds that the Project in accordance with the California

Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA 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

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this ordinance that were part of the approval process.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Industrial Zone Text Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Industrial Zone Text Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council determines that the Industrial Zone Text Amendment is in the best interests and welfare of the City and its residents.

SECTION 5. In adopting this ordinance for the Zone Text Amendment, the City Council finds and determines the project is in compliance with the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) because the Zone Text Amendment 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

SECTION 6. The City Council hereby approves Planning and Zoning Permit No. 25-580-01 (Zone Text Amendment), attached hereto as Exhibit A and incorporated herein by reference as recommended by the Planning Commission.

SECTION 7. Except as expressly amended herein, the Oxnard City Code shall remain in full force and effect.

SECTION 8. Pursuant to Government Code Section 36933(c)(1), the City Attorney was

Ordinance No. _____ (PZ 25-580-01; M-2 Zone Text Amendment)
City Council Hearing Date: October 21, 2025
Page 3 of 14

designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy 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 9. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on October 21, 2025, and finally adopted on _____ to become effective thirty days thereafter.

PASSED, APPROVED, AND ADOPTED this 21st day of October 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

Exhibit A:

Zone Text Amendment to allow “Agricultural and Construction Vehicles Sales with Incidental Repairs and Service Use to Heavy Manufacturing (M-2) Zone:

Section 16-163. Industrial Land Uses by Zone: Industrial Land Use Matrix of the Oxnard City Code is hereby amended to allow Agricultural and construction vehicle sales with incidental repair and service in the Heavy Manufacturing (M-2) Zone under a Development Design Review Permit read as follows (new text underlined and highlighted in yellow):

SEC. 16-163. INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USE MATRIX.

The allowed land uses in the industrial zoning districts are identified in the following table.

Industrial Land Use Matrix						
Key: Blank: Not Allowed P: Permitted Use (Requires a Zone Clearance) SUP: Special Use Permit DDR: Development Design Review Permit						
Land Use	Zone District					
	CM	BRP	M-L	M-1	M-2	Notes
Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities	P	P	P	P	P	
Administrative, financial, professional, medical, and general office services	P	P	SUP			
Adult businesses, except adult motels		P	P	P	P	Refer to section 16-337
Adult day care facilities	P	P				

Adult motels	P					Refer to section 16-336
Agricultural and construction vehicle sales with incidental repair and service	SUP		DDR	DDR	DDR	
Agricultural, limited to growing of crops	P	P	P	P	P	
Aircraft modification, storage, repair, and maintenance				P	P	
Aircraft sales	P	P	P	P		
Alcohol sales: on-site, off-site, and wine tasting	SUP	SUP	SUP	SUP		
Ambulance base facilities	P	P	P	P	P	
Appliance repairs	P		P	P		
Asphalt or concrete manufacture or refining					DDR	
Assembly or repair of small electrical and electronic equipment	P		P	P		
Assisted living residential facility		SUP				
Auction houses	P	P	P	P	P	
Boat building and repair				P	P	
Boiler repair and maintenance				P	P	
Book binding	P	P	P	P	P	
Bottling/canning plants			P	P	P	
Breweries, microbrew (less than 60,000 barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		

Breweries, craft (more than 60,000 barrels, less than 2 million barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		
Breweries, large (more than 2 million barrels)				DDR	DDR	
Brick, tile, or terra cotta manufacture				DDR	DDR	
Business furniture, supplies, and equipment sales	P	P	P			
Cabinet or carpenter shops	P		P	P	P	
Cafeterias accessory to permitted uses for the convenience of persons employed on the premises		P	P	P	P	
Carpet, rug, and dry-cleaning plants	P		P	P	P	
Cement, glass, lime, gypsum, or plaster manufacture					DDR	
Ceramic products	P		P	P	P	
Children s day care facility serving more than 15 children	SUP	SUP				
Churches	SUP	SUP	SUP	SUP	SUP	Refer to section 16-162(B)
Coffee shops, cafes	P	P	DDR	DDR	DDR	
Cold storage facilities including agricultural freezers and ice production and sales			P	P	P	
Commercial and retail uses	P	DDR	DDR	DDR		Refer to section 16-171
Commercial Cannabis Activities						

Cultivation		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Distribution		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Manufacturing		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Retail		SUP				Refer to sections 11-473 and 16-173
Testing		DDR	DDR	DDR	DDR	Refer to sections 11-473 and 16-173
Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses as determined by the planning manager	DDR	DDR	DDR	DDR		
Computer and business machine sales and service	P	P	P			
Convenience markets and drugstores	P	DDR				

Corporate training and professional development facilities including ancillary outdoor activities	P	P	P	P	P	
Day care facilities accessory to industrial uses		DDR	DDR	DDR		
Day care facilities (over 12 children) as a principal use	DDR	DDR				
Distribution, warehousing, and wholesaling	P	P	P	P	P	
Drive-through services	SUP	SUP	SUP			
Drop forge industries					DDR	
Dwelling unit, one per establishment, for security or management when located on the premises where such person is employed in such capacity and accessory to an industrial use	DDR		DDR	DDR	DDR	
Electric motor rebuilding	P		P	P	P	
Electrical and lighting supply	P		P			
Electronic and computer repair	P	P	P			
Emergency shelter for families	SUP		P			
Emergency shelter, permanent	SUP		P			
Emergency shelter, temporary	SUP		P			
Employment agencies	P	P				
Energy generation, distribution, storage, and support facilities, including electrical and gas utilities	SUP	SUP	SUP	SUP	DDR	
Explosives, manufacture or storage					DDR	
Farmworker housing	SUP		P	P	P	
Feed sales	P		P	P		
Fertilizer manufacture					DDR	

Firearm and ammunition sales			SUP			Refer to Chapter 16, Division 19
Fish smoking, processing, curing, or canning				DDR	DDR	
Florists	P	P				
Freight classification yard, including truck and bus storage and maintenance				DDR	P	
Furniture manufacture and assembly	P		P	P	P	
Furniture upholstery shops	P		P	P		
Garbage, offal, or dead animal reduction or dumping					P	
Garment manufacturing		P	P	P	P	
Gas bulk storage, manufacturing, and distribution of flammable liquids and all gases					DDR	
General office, including legal, professional, medical, consulting, or similar	P	P				
Indoor firearm range			SUP			Refer to Chapter 16, Division 20
Iron, steel, brass, or copper foundry or fabrication plant				SUP	DDR	
Kennels and animal boarding	DDR		DDR	DDR	DDR	
Kennel day care	P		P	P	P	
Laboratories, research only		P	P			
Laundry, commercial	P		P	P	P	

Light metal fabrication (for example, sheet metal, wrought iron, and the like)	P		P	P	P	
Lumber yards with incidental sales of building and hardware supplies (outside storage)	SUP			SUP	P	
Machine shops	P		P	P	P	
Manufacture and assembly of electrical and electronic instruments, devices, and components	P	P	P	P	P	
Manufacturing and maintenance of electric neon signs	P		P	P	P	
Manufacturing, compounding assembly, or treatment of articles or merchandise from prepared materials such as, but not limited to, canvas, cloth, stones, wood products, and leather			P	P	P	
Manufacturing, compounding, processing, packaging, or treatment of food products such as, but not limited to, bakery, dairy, fruits and vegetables, and honey			P	P	P	
Marine equipment sales with incidental repair and service	P		P	P	P	
Medical product sales	P	P	P			
Medical: hospitals and medical centers		SUP				
Metals recycling and storage, including sales				SUP	DDR	
Mini-warehouses and self-storage facilities	SUP		SUP	SUP	SUP	Refer to Resolution No. 6446
Mobile home sales and display	DDR		DDR	DDR	DDR	

Ordinance No. _____ (PZ 25-580-01; M-2 Zone Text Amendment)
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Motels, hotels, and convention facilities	SUP	SUP				
Multifamily Residential uses up to 30 dwelling units per acre on parcels identified in the AHD additive zone, subject to the provisions in section 16-420		SUP				
Off-site non-accessory signs or billboards					SUP	Refer to section 16-608(G)
Oilcloth or linoleum manufacture					P	
Outdoor storage or assembly as a primary use					SUP	
Outdoor storage, incidental/accessory to uses otherwise permitted			DDR	DDR	DDR	
Paint, oil, shellac, turpentine, and varnish manufacture					DDR	
Paper and pulp manufacture					DDR	
Pawnshops	SUP					
Petroleum bulk plants and distribution				SUP	DDR	
Petroleum refining					DDR	
Photographic studios and services	P	P	P			
Planning mills				SUP	DDR	
Plastic manufacture				P	P	
Plumbing supply	P		P	P		
Printing shop, lithographing, photocopying, blueprinting, and publishing	P	P	P	P	P	

Product assembly plants and production facilities primarily engaged in final or partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products	P	P	P	P	P	
Public service uses - communications, fire and police, water, and other governmental or public facilities	DDR	DDR	DDR	DDR	DDR	
Radio or television broadcasting station	P	P	P	P	P	
Railroad support services				SUP	DDR	
Recycling collection: collection recycling facility for the acceptance of materials from the public including a bulk or single-feed reverse vending machine, a kiosk unit, or a permanent building				DDR	DDR	
Recycling mobile unit: mobile recycling unit used for the collection of recycled materials including the bins, boxes, or containers for the collection of recyclable materials	DDR		DDR	DDR	DDR	
Recycling processing facility: processing facility for ferrous and non-ferrous materials including the preparation of material for efficient shipment which includes baling, briquetting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re-manufacturing. Outdoor bin storage allowed for the collection of recycled materials				SUP	SUP	

Refrigeration and air conditioning repair and service	P		P	P	P	
Research and development, experimental or developmental laboratories		P	P	P	P	
Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics		P				
Restaurants and delicatessens	P	P	P	DDR	DDR	
Rock crusher or distribution of rock, sand, or gravel					DDR	
Sale of building and hardware supplies within a building	P		P	P	P	
Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways, and other major transportation corridors. Specialized commercial uses include promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings		SUP				
Stationery and office supplies	P	P				
Supportive housing	SUP					
Taxidermist	P		P	P		
Textiles manufacturing			P	P	P	
Trade schools, public and private schools and colleges, dance, and performing arts studios	P	P	DDR			

Ordinance No. _____ (PZ 25-580-01; M-2 Zone Text Amendment)
City Council Hearing Date: October 21, 2025
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Transitional housing	SUP					
Vehicle assembly				SUP	DDR	
Vehicle and equipment dismantling and recycling, including sale of parts and vehicles					SUP	
Vehicle rental agencies	DDR	DDR	DDR			
Vehicle repair, including engine overhaul, body and fender work, transmission, radiator repair, painting, and upholstery	P		P	P	P	
Vehicle service stations	SUP	SUP	SUP	SUP	DDR	
Vehicle storage				SUP	SUP	
Veterinarians with on-site kennels	DDR		DDR	DDR	DDR	
Veterinarians with no on-site kennels	P		P	P	P	
Welding shops			P	P	P	
Wine production facility			SUP	P	P	
Wine tasting with or without cafes		SUP	SUP	SUP		

Industrial Code Matrix Text Amendment

Planning and Zoning Permit No. 25-580-01 (Zone Text Amendment)

Applicant: Julie McCaslin, Todd Industrial Park

Juan Carlos Torres, Associate Planner
Community Development Department

City Council Hearing
October 21, 2025

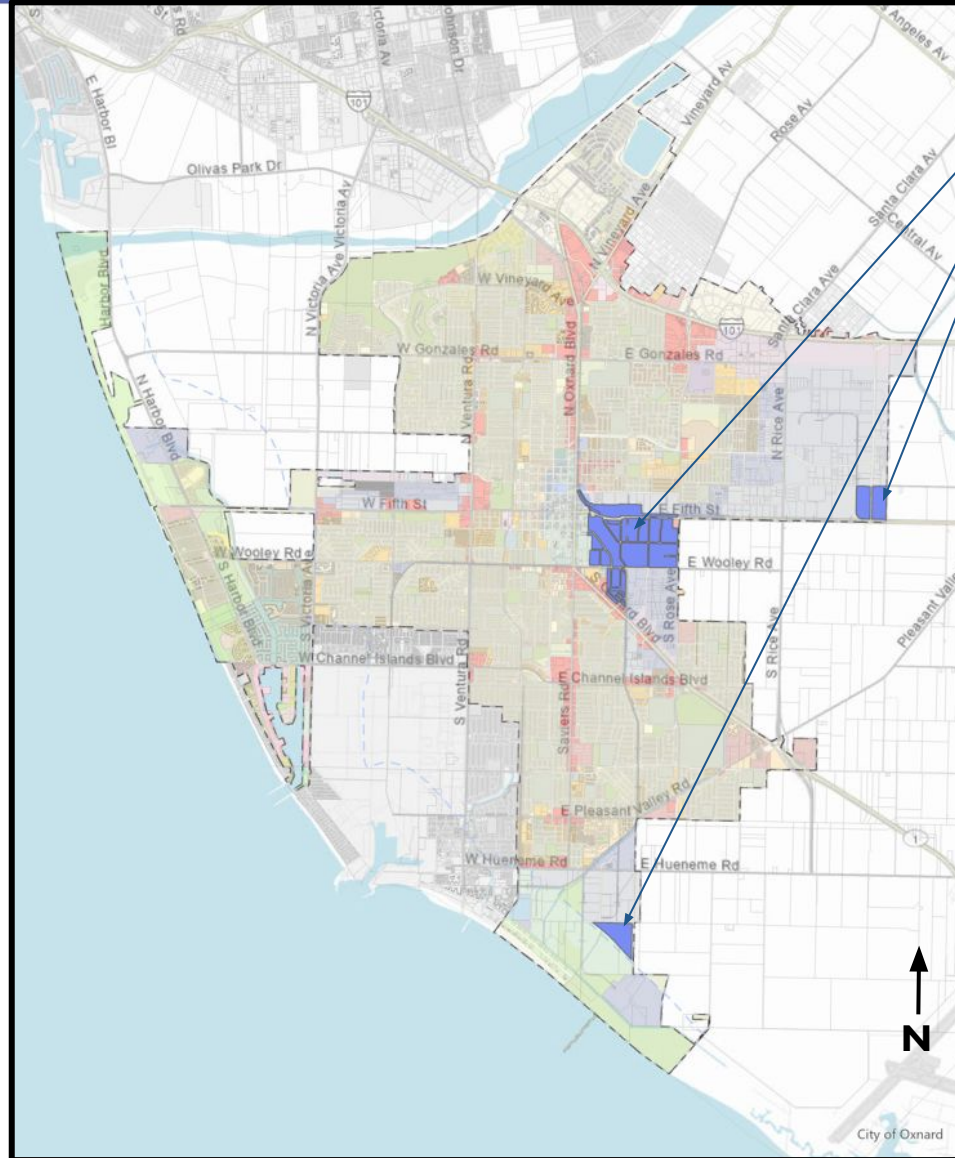
Project Description

- Zone Text Amendment (ZTA) to the Oxnard City Code (OCC) Chapter 16, Article III, Division 11, Section 16-163 Industrial Land Use By Zone of the Industrial Land Use Matrix:
 - To allow Agricultural and Construction Vehicles Sales with Incidental Repair and Service Use for industrial areas zoned Heavy Manufacturing (M-2).
 - Agricultural and construction vehicles sales uses would require approval of a Development Design Review (DDR) Permit and shall comply with the development standards of the M-2 Zone.
 - Future DDRs pursuant to the request would be subject to approval by the Community Development Director.

Background

- Agricultural and Construction Vehicles Sales with Incidental Repair and Service use are currently permitted in the following Zones, subject to a DDR:
 - Limited Manufacturing (M-L)
 - Light Manufacturing (M-I)
- The M-2 zone allows for other similar uses as follows:
 - Marine Equipment Sales with Incidental Repair and Service,
 - Freight Classification Yard, Including Truck and Bus storage,
 - Mobile Home Sales and Display, and
 - Vehicle Service Stations.

City Wide Project Locations, M-2 Zones



City's M-2
Zones

There are
approximately
29 Parcels
zoned M-2
within the
City Limits

5₄₈₀

General Plan Consistency

Zone Text Amendment (ZTA) will be consistent with the General Plan goals and policies because:

- The proposed ZTA does not conflict with General Plan Land Use, Goals, and Policies.
- The proposed land use consists of outdoor display of large agricultural and construction equipment, sales, and other ancillary services similar in kind to the existing land uses established in the Industrial Heavy and Central Industrial Area Land Use designations.
- The proposed zone text amendment would be compatible with the City's General Plan Goal CD-6-Compatible Agriculture, as the City continues to promote agriculture uses within the City's Planning Area by allowing agricultural compatible and ancillary uses such as agricultural and construction vehicles sales with incidental repair and service in the M-2 zones, for the existing City's agricultural industry.

Zoning Code Consistency

Heavy Manufacturing allowed uses consist of industrial uses that are primarily involve general manufacturing, processing, fabrication activities and outdoor storage in which do not require highly restrictive performance and development standards.

The proposed Zone Text Amendment will be consistent with the Heavy Manufacturing zone because:

- The permissible uses currently listed in the M-2 zone are similar in kind; such as marine equipment sales with incidental repair and service, mobile home sales and display, vehicle service stations, and freight classification yard, including truck and bus storage.
- The existing listed permitted uses are similar to the proposed land use zoning text amendment as it primarily consist of outdoor display, storage, and sales of large items or equipment which are typically found in heavy industrial areas.

Environmental Review

- In accordance with Section 15060 (C)(2) & (3) (Preliminary of Review) and 15061(b)(3)(Review for Exemption) of the California Environmental Quality Act (CEQA) Guidelines, characterized as the industrial zoning text amendment would not result in a physical change in the environment, may be found to be exempt from the requirements of CEQA.
- The project includes a zoning text amendment to allow an Agricultural and Construction Vehicles Sales and Incidental Repairs use for areas in the M-2 Zone.
- No Exceptions to the Exemptions (§15300.2) apply to defeat the Exemption.
- No substantial evidence the project will have a significant effect on the environment.
- A Notice of Exemption will be filed.

Planning Commission Recommendations

At the August 7, 2025 hearing, Staff's recommendation was that the Commission recommend approval of the project as presented to the City Council. During the public hearing no questions were raised by the Commissioners.

Following the deliberation, the Commission adopted Resolution No. 2025-21 recommending the City Council approve Planning and Zoning Permit No. 25-580-01 for a Zone Text Amendment.

Public Comments

- Notice of this City Council hearing was provided:
 - Newspaper
- To date, staff has not received public comments regarding the project.

Staff Recommendation

That the City Council:

1. Conduct a public hearing to receive public testimony concerning the adoption of the Zone Text Amendment to Oxnard City Code Chapter 16, Article III, Division 11, Section 16-163 for properties located within the City of Oxnard zoned Heavy Manufacturing; and
2. Find the Zone Text Amendment to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(C)(2) & (3) (Preliminary Review) and 15061(b)(3) (Review for Exemption); and,
3. Approve the first reading by title only and waive further reading of the proposed Ordinance titled: “ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 25-580-01 (ZONE TEXT AMENDMENT) TO AMEND OXNARD CITY CODE CHAPTER 16, ARTICLE III, DIVISION 11, SECTION 16-163 TO INCLUDE THE AGRICULTURAL AND CONSTRUCTION VEHICLES SALES WITH INCIDENTAL REPAIR AND SERVICE USE AS A PERMITTED USE WITHIN AREAS ZONED HEAVY MANUFACTURING (M-2). FILED BY DESIGNATED AGENT HOLLEE KING WINEGAR, 7584 EISENHOWER ST, VENTURA CALIFORNIA 93003, ON BEHALF OF THE PROPERTY OWNER, TODD INDUSTRIAL PARK, 5755 VALENTINE ROAD, SUITE 203, VENTURA, CALIFORNIA 93003”.

End of Staff Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: October 21, 2025

TO: City Council

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

SUBJECT: Purchasing Authorization - Compuwave Inc. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a two-year blanket agreement with Compuwave in the amount of \$1.2 million for the purchase of computer hardware and related services.

(Finance & Governance Committee approved 3-0 on September 23, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/snj540oXH0c>

BACKGROUND

The Information Technology (IT) Department supports and manages more than 1,000 computers across all City departments. Aging and outdated equipment increases cybersecurity vulnerabilities, compliance risks, and decreases staff productivity. The industry standard for personal computer and related hardware replacement is every three to five years, and five to seven years for servers and workstations. The City has adopted the five and seven year cycles for PCs and servers respectively to maintain efficiency and security. To mitigate risks associated with obsolete technology, IT staff has systematically been replacing equipment on schedule, ensuring the City's technology inventory remains aligned with these standards and adopted policies. The City has worked with Compuwave for several years by leveraging the vendor's long-standing relationship with the County of Ventura. This partnership has allowed the City to benefit from the competitive pricing and reliable service that Compuwave has consistently provided to regional public agencies.

Purchases from the vendor typically consist of:

- 85% hardware
- 10% software
- 5% services

The City will leverage cooperative purchasing through the Omnia Partners TD SYNEX Sourcewell Contract (No. 020624-SYN). This agreement was established by the State of Minnesota to provide government entities with competitively bid procurement solutions for computer and wireless hardware, software, and services.

Compuwave, a local business, has a proven record of supporting regional governments by providing dependable product availability, competitive pricing, and exceptional customer service. Some of these entities include the County of Ventura as mentioned earlier, the City of Simi Valley, the City of Moorpark, the City of Thousand Oaks, as well as Oxnard. In addition to favorable pricing, Compuwave offers value-added services - including warehousing and system imaging - at little or no additional cost to the City.

Staff periodically compares pricing from multiple sources to ensure the City continues to receive competitive rates. Over the past five years, the City has purchased an annual average of \$543,000 in computer hardware and services from Compuwave.

The requested \$1.2 million blanket purchase agreement is based on prior purchase levels and anticipated needs over the next two years. This amount will support both scheduled computer replacements and unanticipated technology requirements.

Approval of this blanket agreement will allow the City to continue its proactive technology replacement strategy, mitigate cybersecurity risks, ensure staff productivity, and maintain compliance with industry standards.

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

The proposed action will establish a funding authorization of \$1.2M over two years. Funding for purchases under this contract will come from available funding in the user department's operating budget. Finance and the respective departments will ensure sufficient appropriations exist in the adopted FY 2025-26 operating budgets for these various purchases through June 30, 2026. Future year funding is to be included as part of future budget processes.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on September 23, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Presentation

Purchasing Authorization - Compuwave Inc.

City Council

October 21, 2025

Rob Ruben, CIO

That the City Council approve and authorize the Mayor to execute a two-year blanket agreement with Compuwave in the amount of \$1.2 million for the purchase of computer hardware and related services. This agreement will support the timely replacement of critical IT systems, improve operational reliability, and align with Council's priority to strengthen the City's cybersecurity posture.

- IT Department supports and manages over 1,000 computers throughout the City
- Aging and outdated computer equipment increases cybersecurity vulnerabilities, compliance risks and decreases staff productivity
- IT staff has been systematically replacing outdated equipment to mitigate risks associated with obsolete technology and to ensure the City's inventory remains consistent with industry standards and adopted policies
- The City has worked with Compuwave for several years by leveraging the vendor's long-standing relationship with the County of Ventura. This partnership has allowed the City to benefit from the competitive pricing and reliable service that Compuwave has consistently provided to regional public agencies.

- The City will use the competitively-bid Omnia Partners TD SYNEX Sourcewell Contract Number 020624-SYN
- This agreement was created by the State of Minnesota for the purpose of offering cooperative procurement solutions of computer and wireless hardware, software, and services to government entities
- Compuwave, a local business, has a strong track record of supporting regional governments including the County of Ventura and the cities of Simi Valley, Moorpark and Thousand Oaks, as well as Oxnard.
- Staff periodically compares pricing from multiple sources to ensure the City is receiving competitive pricing
- Compuwave also provides value-added services - including warehousing and system imaging - at little or no additional cost to the City

- Purchases from the vendor typically consist of:
 - 85% hardware
 - 10% software
 - 5% services
- The industry standard for replacing personal computers is 3-5 years and 5-7 years for servers and workstations
- With an approximate \$3 million total inventory value, the City's annual replacement value using the 5 and 7 year cycles for PCs and servers respectively is approximately \$500,000

Over the past five years, City has annually purchased an average of \$543,000 of computer hardware and services from Compuwave

FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
\$337,243	\$905,949	\$431,303	\$744,390	\$293,985

Spending increases in FY21-22 and FY23-24 are primarily due to:

- Council directives to proactively replace aging equipment to enhance cybersecurity and performance
- Inflationary cost increases in computer hardware
- Standardizing on higher-specification devices to support modern, data-intensive applications and workflows

- Staff requests authorization for a \$1.2 million blanket agreement covering the two-year period from November 1, 2025, through October 31, 2027
- This funding level is based on the City's prior purchase levels and will support both scheduled computer replacements and unanticipated needs
- No new appropriations are required - all expenditures fall within already adopted budget limits

That the City Council approve and authorize the Mayor to execute a two-year blanket agreement with Compuwave in the amount of \$1.2 million for the purchase of computer hardware and related services. This agreement will support the timely replacement of critical IT systems, improve operational reliability, and align with Council's priority to strengthen the City's cybersecurity posture.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: October 21, 2025

TO: City Council

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

SUBJECT: Purchasing Authorization - Insight Public Sector Inc. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to extend Blanket Agreement No. 32400174 with Insight Public Sector, Inc. for the purchase of computer networking technology through April 30, 2028, and increase the funding amount by \$1.4 million for a new total not-to-exceed amount of \$4.035 million.

(Finance & Governance Committee approved 3-0 on September 23, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/PgAxKWyh80o>

BACKGROUND

The City's computer network infrastructure, consisting of more than 200 physical components, supports the delivery of essential resident services across 27 City sites.

In recent years, staff has undertaken a systematic upgrade of network equipment to strengthen and secure the City's technology backbone. The useful life of network equipment is typically 5–7 years, after which equipment becomes increasingly vulnerable to cyber threats, operational inefficiencies, and business continuity risks.

The City's upgrade strategy seeks to ensure:

- A current, modern network design and architecture fully supported by the manufacturer
- An architecture that is scalable, resilient, agile, secure, efficient, and expandable to meet evolving technology standards

The City is leveraging the Omnia Partners Cobb County, GA Contract 23-6692-03 cooperative contract for Technology Product Solutions and Related Services. This agreement ensures competitive pricing and streamlined procurement while meeting public purchasing requirements.

Insight Public Sector, Inc. serves as the City's authorized value-added reseller under the existing network infrastructure vendor agreement. On May 16, 2023, the City Council authorized a blanket agreement with Insight through June 30, 2026. This renewal extends the agreement through April 30, 2028 and increases the funding authorization by \$1.4 million for a total not-to-exceed amount of \$4.035 million.

Annual purchases from Insight have provided the City with the hardware, software, and services necessary to ensure the foundational network infrastructure runs optimally and remains protected from malicious threats. The agreement also supports continued network refresh and upgrades at City work locations.

During the past four fiscal years, annual purchases from Insight have averaged approximately \$618,000.

Increased investment in the City's networking backbone has been a key achievement, enabling staff to replace outdated equipment that posed cybersecurity risks and productivity losses. These upgrades also position the City to fully realize the benefits that residents and businesses will gain from the implementation of the City's modern ERP system.

Extending the agreement and increasing the not-to-exceed amount ensures:

- Ongoing replacement of aging network components
- Upgrades to keep facilities current
- Alignment with industry best practices for resiliency and security

Approval of this extension and funding increase will allow the City to continue its proactive strategy for maintaining a modern, secure, and resilient network infrastructure. These investments safeguard critical services, enhance cybersecurity protections, and lay the foundation for the City's next-generation enterprise systems.

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

The proposed action adds \$1.4 million in funding authority through April 30, 2028, for a total not-to-exceed amount of \$4.035 million. Funding for this contract is included in the adopted FY2025-26 Information Technology Operating Fund budget, with future year funding to be included as part of future budget processes.

For Finance Use Only: IT Internal Service Fund, IT (Org. 7311801 Obj. 52400 and Org. 7311801 Obj. 53001).

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on September 23, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Presentation

Purchasing Authorization - Insight Public Sector Inc.

City Council

October 21, 2025

Rob Ruben, CIO

That the City Council approve and authorize the Mayor to extend blanket agreement number 32400174 with Insight Public Sector Inc. for the purchase of computer networking technology through April 30, 2028 and increase the funding amount by \$1.4 million for a total not to exceed amount of \$4.035 million.

The City's computer network infrastructure, comprised of 200+ physical components, supports the delivery of resident services across 27 city sites.

- In recent years, staff has intensified the focus on upgrading networking hardware and software throughout the City to strengthen and secure the technology infrastructure
- Useful equipment life of this equipment is typically 5-7 years
- Obsolescence introduces business continuity and cyber risks
- Staff's upgrade strategy seeks to ensure:
 - Current, modern network design/architecture that is fully-supported by manufacturer
 - Architecture that's scalable, resilient, agile, secure, efficient and expandable for evolving technology standards
 - Automated City network services & internal controls reducing errors and administrative overhead
 - Service contracts are in place to ensure the security and operability of the hardware and software

- Insight Public Sector, Inc is the City's current technology value added reseller for network and infrastructure
- Insight offers access to competitive public purchase agreements
- The current blanket agreement with the vendor, authorized by Council on May 16, 2023 extends through June 30, 2026 and has allowed the IT Department to use Insight for:
 - Network equipment
 - Infrastructure system software
 - Associated maintenance and support agreements
 - Infrastructure professional services as may be needed

- City is leveraging the Omnia Partners Cobb County GA Contract 23-6692-03 cooperative contract for Technology Product Solutions and Related Services
- Insight provides the City with hardware and software that allow the foundational network infrastructure to run optimally and to be protected from malicious threats at all of its locations
- This renewal adds \$1.4 million through April 30, 2028 for a total NTE of \$4,035,000

- During the past four fiscal years, annual purchases from Insight have averaged approximately \$618,000

FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
\$338,385	\$476,868	\$676,819	\$978,947

- Increased investment in the City's networking backbone has been a key achievement that has allowed staff to replace the most outdated equipment that posed cybersecurity risks and productivity losses
- These upgrades also position the City to fully realize the benefits that residents and businesses will gain from the implementation of its modern ERP system
- FY24-25 had a sharp rise in cost due to price increases and multi-year software maintenance purchases to lock in significant savings
- No new appropriations are required - all expenditures fall within already adopted budget limits

That the City Council approve and authorize the Mayor to extend blanket agreement number 32400174 with Insight Public Sector Inc. for the purchase of networking hardware and software through April 30, 2028 and increase the funding amount by \$1.4 million for a total not to exceed amount of \$4.035 million.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: October 21, 2025

TO: City Council

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

SUBJECT: Agreement 32600054 with Badger Meter, Inc. for BEACON Software as a Service. (10 minutes)

RECOMMENDATION

The City Council approve and authorize the Mayor to execute an Agreement with Badger Meter, Inc. in the amount not to exceed \$1,627,436.40 for a five-year term from November 1, 2025, to October 31, 2030, for BEACON Software as a Service (SaaS) cellular service unit.

(This item did not originate in Committee because it is a continuation of a previous item approved by the City Council on October 19, 2021.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zEf4a913LzY>

BACKGROUND

On October 19, 2021, City Council approved Agreement A-8371 with Badger Meter, Inc. for the Automated Meter Infrastructure (AMI) Installation Project PW 17-32 (C2022) Capital Improvement Program (CIP) project. At the time of writing this staff report, staff members are in the process of closing out the construction phase of the CIP project.

The CIP project scope of work included:

- A field survey of existing meters
- Replacement of every water meter in the City's water distribution system
- Installation of cellular read endpoints
- Cellular read and BEACON Software service for 12 months following meter installation
- Replacement of meter box lids

The AMI Installation Project included the use of the BEACON Software system for the initial commissioning period after the installation of the new Badger meters. Now that the CIP project is nearing completion, the extension of the BEACON Software as a Service (SaaS) system is recommended to continue to interface with the newly installed meters and associated network.

Capital Improvement Program (CIP) Reference:

Project No. **C2022** – Water Distribution: Automated Meter Infrastructure Replacement Project – CIP 2025-2029 - Adopted June 4, 2024 – Page 159.

DISCUSSION

The benefits of a new AMI system include high-accuracy reads, real-time water usage reporting, leak detection, optional integrated shut-offs, customer interface and engagement, lead-free body, and a 20-year warranty. Additionally, there will be a full inventory of all water meters in the City, which will provide the classification, global positioning system (GPS) location, size, associated address, and installation date.

Water consumption is sent on a monthly basis via a cellular network, eliminating manual reads. The new meters are equipped with leak detection and include a web-based customer interface showing historical and average consumption. This system will be able to integrate directly with the City's enterprise software.

Badger Meter, Inc. provides cellular read service and customer interface using the ORION Cellular Network as a Service (NaaS) and BEACON Software as a Service (SaaS) cellular service unit. The BEACON software includes access to the EyeOnWater dashboard, allowing water customers to track water consumption and monitor for leaks. BEACON access and meter reading services are provided on a per-meter subscription basis. Badger Meter, Inc. is the sole source provider of BEACON and a negotiated single-source agreement is required to continue meter reading service.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement shall not exceed \$1,627,436.40 and the first year of this Agreement has been programmed in the Fiscal Year 2025-26 Adopted Budget from the Water Operating Fund 601 (Account 6013600-53001). Funding for subsequent fiscal years will be requested during the annual budget process. The estimated spending plan per fiscal year is as follows:

Estimated Spending Plan for Badger Meter, Inc. Account Number 6013600-53001					
FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
\$307,718.16	\$316,482.72	\$325,367.28	\$334,371.84	\$343,496.40	\$1,627,436.40

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of a previous item approved by the City Council on October 19, 2021.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32600054
2. Badger Agreement Clarification Letter
3. Quote
4. Presentation



Badger Meter: BEACON Advanced Metering Analytics

BADGER METER BEACON AMA MANAGED SOLUTION GENERAL AGREEMENT ("General Agreement")

Last modified: April 17, 2014

1. **NOTICE TO CUSTOMER: THE PORTAL WHICH YOU ("Customer") ARE ATTEMPTING TO ACCESS IS THE PROPERTY OF BADGER METER, INC. ("Badger Meter"). PRIOR TO ACCESSING THE PORTAL, YOU MUST REVIEW AND AGREE TO COMPLY WITH THE TERMS OF THIS GENERAL AGREEMENT. BY CLICKING "I ACCEPT," YOU ARE YOU ARE REPRESENTING TO BADGER METER THAT YOU HAVE BEEN AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER, THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS GENERAL AGREEMENT. BY CLICKING "I ACCEPT", YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT WITH BADGER METER ("ACCEPTANCE") ON BEHALF OF THE CUSTOMER. WE RECOMMEND THAT YOU PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.** This General Agreement is entered into by and between Badger Meter, Inc., a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 and Customer.
2. **EFFECTIVE DATE.** This General Agreement is effective upon Customer's Acceptance of the terms of this General Agreement (the "**Effective Date**").
3. **ACCESS AND USE OF SERVICE.** Badger Meter has developed a hosted, on-demand, software service for the BEACON AMA Managed Solution ("Service") via a website ("**Portal**") which is accessible to its Customers and their end users ("**Consumers**") to view metering and water usage service information. Upon Badger Meter's Acceptance of the terms of this Starter Agreement, Badger Meter grants to Customer the right to remotely access and use the Service from the Portal for Customer's internal business use and for the benefit of Consumers during the Term. Except for the rights to access and use the Portal and the Service granted to Customer and its Consumers during the Term as defined below, Badger Meter retains all other intellectual property rights related to the Portal and the Service.
4. **TERM.**
 1. **For Starter Program Customers**
 1. **Starter Term.** The term of this Agreement begins on the Effective Date and continues for a period of four (4) months ("**Starter Term**") unless earlier terminated in accordance with Section (12) of the Agreement.
 2. **Master Agreement.** If Customer executes the Badger Meter BEACON AMA Managed Solution Master Agreement ("**Master Agreement**") on or before the expiration of the Starter Term, Customer may continue to utilize the Portal and the Service, pursuant to the Terms of the Master Agreement.
 3. If Customer chooses not to execute the Master Agreement on or before the expiration date of the Starter Term, Customer will be invoiced a subscription fee for the Service. If Customer chooses to not pay the subscription fee, Customer and its Consumers will no longer have the right to access or use the Portal or the Service and their access to the Customer Data will be terminated.
 4. Not to exceed (NTE): \$1,627,436.40
 2. **For Legacy/Non-Utility Deployment Customers**
 1. **Term.** The term of this Agreement ("**Term**") begins on the Effective Date and continues unless earlier terminated in accordance with Section (12) of the Agreement.
 2. **Master Agreement.** If Customer executes the Badger Meter BEACON AMA Managed Solution Master Agreement ("**Master Agreement**") during the Legacy/Non-Utility Deployment Term, Customer may continue to utilize the Portal and the Service, pursuant to the Terms of the Master Agreement.

3. If Customer chooses to not pay subscription fee, Customer and its Consumers will no longer have the right to access or use the Portal or the Service and their access to the Customer Data will be terminated.
5. **RESTRICTIONS ON RIGHT TO USE THE SERVICE.** Customer agrees that neither Customer, its employees and contractors ("**Authorized Users**") nor those water end users whom Customer has approved as an end-user of the Portal and Service by Customer ("**Consumers**") will perform any of the following actions when accessing the Portal or utilizing the Service:
 1. Sell, license, sublicense, or otherwise permit access by unauthorized third parties to the Portal or the Service.
 2. Remove patent, copyright, trademark or other intellectual property markings on the Portal or Service.
 3. Copy, disassemble, reverse engineer, or otherwise modify the Portal or Service.
 4. Use the Portal or Service in a manner that violates any international, federal, state or local law, rule or regulation.
6. **CUSTOMER DATA.** Any information provided to Badger Meter by Customer or its Consumers in accessing or using the Portal or the Service, including but not limited to any personally identifiable information ("**Customer Content**") shall remain the property of Customer. Customer grants Badger Meter the right to host, access, store and use such Customer Content and to provide, maintain and enhance the Portal and the Service. Customer shall remain responsible for complying with all applicable data privacy and security laws related to the Customer Content and represents to Badger Meter that it has obtained consent from the Authorized Consumers to transmit the Customer Content to Badger Meter and to allow Badger Meter to host, access store and use and allow access to the Customer Content.
7. **CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants to Badger Meter that Customer:
 1. Has the right and authority to enter into this Agreement and to meet its legal obligations under this Agreement.
 2. Will comply with all applicable international, federal, state and local laws rules and regulations ("**Law**") related to the performance of its obligations under this Agreement and the use of the Services and will ensure that neither Customer, its employees or agents or the Consumers will access the Portal or the Service in any manner that violates any applicable Law.
 3. Will not resell, license, sublicense, assign, transfer or distribute to third parties, access to the Portal or Service.
 4. Will not alter, reverse engineer, disassemble, or otherwise modify the Portal, or the Service, or make any derivative work based in whole or in part on the Portal or the Service.
 5. Will require that the Consumers comply with Badger Meter's End User Terms and Conditions for use of the Portal and Service as it may be updated from time to time.
8. **AS-IS-SERVICE. BADGER METER PROVIDES THE PORTAL AND THE SERVICE TO CUSTOMER AND CONSUMERS ON AS-IS-BASIS. BADGER METER EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL AND THE SERVICE, INCLUDING, BUT NOT LIMITED TO, (1) WARRANTIES CONCERNING THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY OR COMPLETENESS OF THE PORTAL OR SERVICE; (2) THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE; OR (3) IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR FROM INDUSTRY PRACTICE.**
9. **LIMITATION OF LIABILITY. CAP ON DAMAGES**
 1. **LIMITATIONS OF LIABILITY: IN NO EVENT SHALL BADGER METER BE LIABLE TO CUSTOMER, ITS EMPLOYEES, AGENTS OR CONSUMERS OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, JUDGMENTS, SETTLEMENTS, COSTS OR EXPENSES, (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND LITIGATION EXPENSES) RELATED TO THE PORTAL, THE SERVICE, THE CUSTOMER DATA OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM"). IN NO EVENT SHALL BADGER METER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (A) ANY CLAIM FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; (B) ANY CLAIM RESULTING FROM LOSS OF DATA, BREACH OF CONFIDENTIALITY, LOST REVENUE OR LOST PROFITS; OR (C) ANY OTHER CLAIM ARISING IN CONTRACT, TORT, OR OTHERWISE. ANY CLAIM AGAINST BADGER METER MUST BE BROUGHT NO MORE THAN THREE (3) MONTHS FROM THE DATE THE CLAIM AROSE.**

2. **CAP ON DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BADGER METER'S TOTAL LIABILITY TO CUSTOMER, CONSUMERS OR ANY THIRD PARTY AGAINST BADGER METER ARISING FROM OR RELATED TO THE PORTAL, THE SERVICE, THE CUSTOMER DATA OR THE SUBJECT MATTER OF THIS GENERAL AGREEMENT MAY NOT EXCEED THE SUM OF \$100.00.**

10. **CONFIDENTIALITY.**

1. **Protection of Confidential Information.** The parties agree that any nonpublic information shared between the parties in connection with their performance under this Agreement shall be deemed to be confidential and proprietary, including but not limited to the Customer Content ("**Confidential Information**"). Each party agrees to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information to third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement, without the other party's prior written consent.
2. **Return/Destruction.** Within ten (10) days after receiving a request from the Disclosing Party, the Receiving Party agrees to either return to the Disclosing Party tangible and intangible originals and copies of any Confidential Information, as well as any materials developed using the Confidential Information, or destroy the Confidential Information
Traffic Information. All de-identified data generated or collected by Badger Meter through operation of the Portal and the Service is referred to as the "Traffic Data." All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.
3. **Third Party Requests for Confidential Information.** Neither party may disclose the other party's Confidential Information except as permitted under this Agreement or as otherwise required by law. If a party receives a request for access to the other party's Confidential Information, that party agrees to inform the disclosing party in writing within three (3) business days of receipt of the request unless prohibited by law.
4. **Exclusions from Confidential Information.** Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party outside of this Agreement without the use of the disclosing party's information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.
5. **Equitable Relief.** The parties agree that in the event of a breach of this Section 10, money damages may be inadequate. Either party may seek injunctive, declaratory or other equitable relief to prevent a breach of this Section 10.

11. **Customer's Indemnification Obligations.** Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its suppliers, affiliates, officers, employees, agents, representatives and customers (the "Badger Meter Parties"), against any Claim related to the access to or use of the Portal or the Service, the Customer Data or the subject matter of this Agreement. Upon receipt of a Claim, Badger Meter will provide prompt written notice to Customer of the Claim for which the Badger Meter Parties seek indemnification. The notice will include a description of the Claim with reasonable detail of the facts giving rise to the Claim. Upon receipt of notice of a Claim, Customer shall be obligated, to assume and control the defense of such Claim at its own expense. Badger Meter may retain its own counsel to cooperate in defending the Claim, at its own expense. The Badger Meter Parties agree to cooperate with Customer in defending the Claim and in making available to Customer all witnesses, records, materials and information in Badger Meter's possession or control to assist in the defense of the Claim as is reasonably requested by Customer. Customer may not settle or compromise any Claim or consent to the entry of any judgment against the Badger Meter Parties unless Badger Meter provides prior written consent and the Badger Meter Parties are given an unconditional written release from all parties with respect to the Claim. In the event Customer fails to defend, indemnify, and hold the Badger Meter Parties harmless, after notice of a request for indemnification, Badger Meter shall be entitled to assume the defense and seek reimbursement from Customer for all Claims.

12. **TERMINATION.**

1. Badger Meter will have the right to terminate this Agreement prior to the expiration of the Term upon (i) a material breach after providing ten (10) days written notice to Customer and an opportunity to cure; (ii) a violation of Customer's representations and warranties; or (iii) upon an assignment for the benefit of creditors, the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute of any province, state or country relating to

insolvency or for the protection of creditor rights or if Customer becomes insolvent or technically bankrupt.

2. Badger Meter will have the right to terminate this Agreement under the Legacy/Non-Utility Program Term upon non-payment of subscription fee by Customer for the Service.
3. Badger Meter will have the right to terminate this Agreement after the expiration of the Starter Term upon non-payment of subscription fee by Customer for the Service.
4. Upon termination of this Agreement, (i) Badger Meter may cease providing access to the Portal and the Service to Customer and its Authorized Users; (ii) Customer and its End Users will have no further right to use the Portal or the Service; (iii) will immediately cease using the Portal and the Service, and will receive no further Services; (iv) the parties will deliver to each other any Confidential Information of the other party in its possession or control and (v) Badger Meter may cease gathering data from Customer's endpoints at 120 days after termination.
5. If Customer desires to reinstate Service after termination, a reinstatement fee will apply.

13. DATA SECURITY AND RECOVERY.

1. **Data Transmission Risks.** Customer acknowledges that security of transmissions over the Internet or the cellular network cannot be guaranteed. Badger Meter is not responsible for (i) Customer or its Consumer's access to the Internet; (ii) interception or interruptions of communications through the Internet or over the cellular network; or (iii) changes or losses of data through the Internet. In order to protect Customer Content, Badger Meter may suspend Customer, Authorized Users or Consumers use of the Portal or Service immediately, without prior notice, pending an investigation of any potential security breach.
2. **Password Protection.** Customer agrees to maintain the privacy of usernames and passwords associated with the Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer, its Consumers or any third party arising from Customer or its Consumer's failure to comply with these security obligations.
3. **Third Party Access.** To the extent that Customer requests that Badger Meter provide any Customer Content to Consumers or third parties, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any Law.

14. GENERAL.

1. **Binding Agreement.** This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.
2. **Affiliates.** This Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity which directly or indirectly controls, is controlled by or is in common control with Customer ("Affiliate") access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.
3. **Assignment.** Either party may assign its rights and obligations under this Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this Agreement without the consent of the Customer (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; or (iii) in the event of a similar change of control.
4. **No Waiver; Severability.** All rights and remedies of the parties are separate and cumulative. The waiver or failure of either party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or remedy.
5. **Savings Clause.** The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.
6. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties.
7. **Governing Law.** The terms of this Agreement are governed by the laws of the State of Wisconsin, without reference to its conflict of laws principles, the parties consent to the exercise of personal jurisdiction over them by the state and federal courts sitting in Milwaukee, Wisconsin, and waive any objection that they would otherwise have to venue in such courts.
8. **Survivability.** Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination.

9. Force Majeure. Neither party shall be liable for any delay due to causes beyond its reasonable control, such as acts of God, natural disasters, strike, work stoppage or other labor dispute, riots, acts of war or terrorism, or any action or restraint by court order or public or governmental authority.
10. **Amendment.** This Agreement may only be amended by a written document signed by both parties.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to its subject matter and supersedes all prior or contemporaneous agreements, discussions, negotiations, representations or proposals, whether written or oral.
12. **Privacy Policy:** Badger Meter's Privacy Policy, which is found [here](#), is incorporated into the Terms.
13. **Questions.** Please direct any questions to techsupport@badgermeter.com.

CITY OF OXNARD

By: _____
Name: Luis A. Mc Arthur
Title: Mayor

BADGER METER, INC.

By: _____
Name: Kim Stoll
Title: VP

Approved as to form:

By: _____
Stephen M. Fischer
(Type or print name)
City Attorney
(Title)

Date: _____

ATTEST:

By: _____
Lourdes A. López, City Clerk
(Only if Mayor signs)

Date: _____



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

August 19, 2025

Timothy Beaman
Assistant Public Works Director
City of Oxnard
251 S Hayes Avenue
Oxnard, California 93030

**RE: Badger Meter BEACON AMA Managed Solution General Agreement
Clarification (the "General Agreement")**

Dear Mr. Beaman:

We wanted to address and clarify two inquiries that were posed regarding the General Agreement that is currently in place between the City of Oxnard (the "City") and Badger Meter, Inc. ("Badger Meter").

First, Badger Meter confirms the General Agreement is current and active with respect to the City's use of BEACON® Software as a Service. References to a "BEACON AMA Managed Solution Master Agreement" within the General Agreement are not applicable and the General Agreement is the only active agreement in place between the City and Badger Meter with respect to BEACON.

Second, Badger Meter would also like to confirm that the City is considered a "Legacy/Non-Utility Deployment Customer" for purposes of the General Agreement. As such the Term of the General Agreement is subject to Section 4.2 therein.

We thank you for allowing us to make the clarifications above and for your continued business with Badger Meter. Please do not hesitate to reach out to your account manager, David Blakeney at dblakeney@badgermeter.com, should you have any additional questions.

Thank you,

BADGER METER, INC.

A blue ink signature of Mark Leveille, written in a cursive style.

Mark Leveille
Regional Sales Director - West

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To **Customer ID** 00026118
CITY OF OXNARD
251 S HAYES AVE
OXNARD
California , 93030-605

Revised Date:
Pricing Effective Dates: 11-01-2025 - 10-31-2030

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
008102 DAVID BLAKENEY	Proposal_3767163_05-14-2025	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 68886-104 Customer Part: YEAR 1 Description: ORION CELLULAR LTE SERV UNIT FY 2025-2026	504456	0.610	307,718.16
2	BMI Part No.: 68886-104 Customer Part: YEAR 2 Description: ORION CELLULAR LTE SERV UNIT FY 2026-2027	510456	0.620	316,482.72
3	BMI Part No.: 68886-104 Customer Part: YEAR 3 Description: ORION CELLULAR LTE SERV UNIT FY 2027-2028	516456	0.630	325,367.28
4	BMI Part No.: 68886-104 Customer Part: YEAR 4 Description: ORION CELLULAR LTE SERV UNIT FY 2028-2029	522456	0.640	334,371.84
5	BMI Part No.: 68886-104 Customer Part: YEAR 5 Description: ORION CELLULAR LTE SERV UNIT FY 2029-2030	528456	0.650	343,496.40

Subtotal - USD	1,627,436.40
Total Price - USD	1,627,436.40

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

May 19, 2025

Mr. Timothy Beamon
City of Oxnard
6100 Perkins Road
Oxnard, CA 93033

RE: Sole Source Letter

Dear Mr. Beamon:

This letter will confirm that Badger Meter is the sole source provider of BEACON® SaaS for the City of Oxnard .

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Matthew B. Gieseke', written over a light blue horizontal line.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead



Badger Meter

BEACON Advanced Metering Analytics

Software At A Glance

BEACON At A Glance is the control center for your Utility, with a variety of modules that provide a snapshot view of current and historical activity, real-time status for any issues that may need attention and access to all BEACON major functions.

Simply click and drag a module to reposition it or use the **Add/Remove** link to add or remove a module. Available modules are described below.

Billing Reads

Process read data captured by the system into a billing file that can be passed to your billing software. Billing Reads shows meters that have a current billing read available and meters missing reads.

- Click the number of meters to display a list.
- To display a list of all previously run billing read files, click **Billing Reads**.
- To create a new billing read file, click **New Billing Read**.

Flow Health

Provides an overview of any flow issues in the water system. Select all the meters in the system or select a user specific group to view.

Click to see a list of accounts currently reporting the condition.

Gateway Health

Number and % of gateways reporting with and without issues as well as a list of gateways with the reported issues.

Endpoint Health

Number and % of endpoints reporting with and without issues as well as a list of endpoints with the reported issues.

System Water Usage

Snapshot of the water usage in your system. Can be used to compare today's usage to yesterday's water usage in graph and number formats. Use the calendar to select the specific time period to view. Select all the meters in the system or select a user specific group to view.

Top Accounts By Usage

Displays the top accounts that are currently using the most water in the system by day, week or month. Up to 40 accounts can be selected. Columns can be sorted.

Click to see account details.

Favorites

Users have the ability to mark specific accounts as favorites. Columns can be sorted. To mark a favorite, click when viewing the account card on the Monitor page.

Each user sees *only* the accounts he or she personally marked as a favorite.

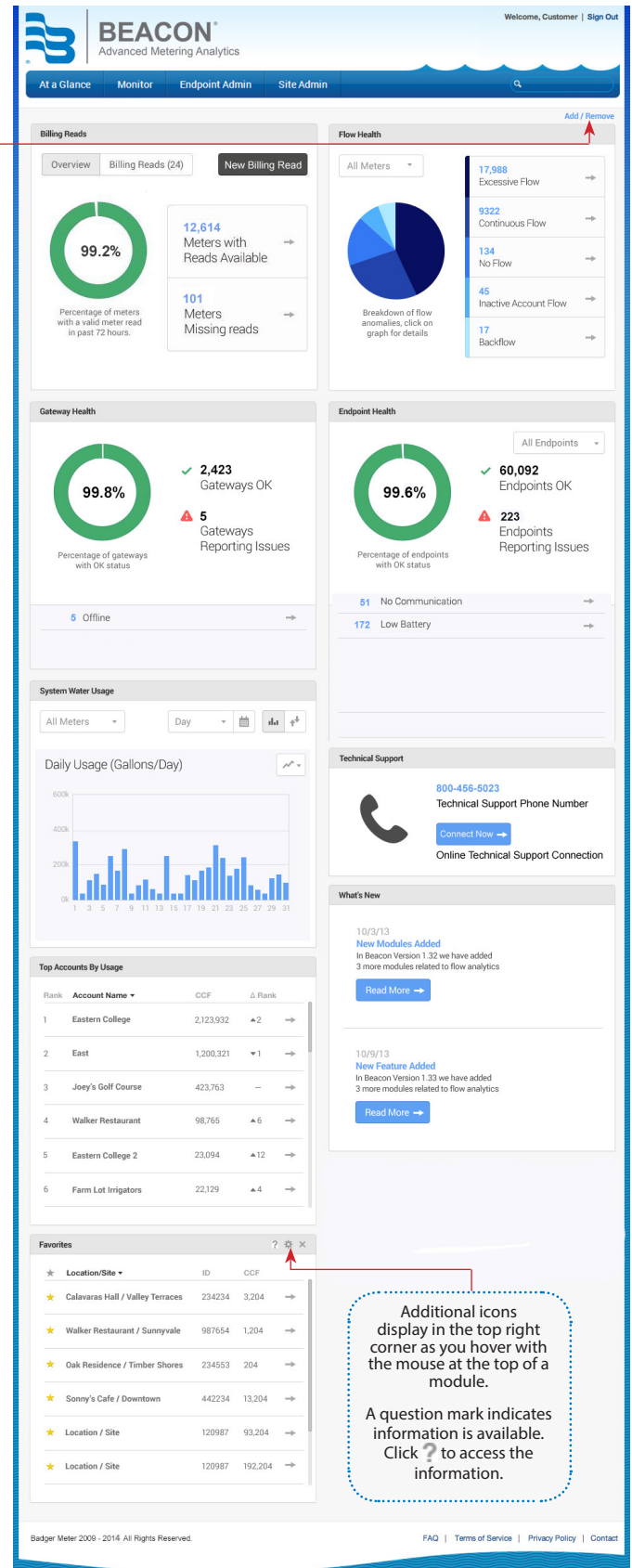
Click to see account details.

What's New

Displays information on new and upcoming features for the BEACON AMA software.

Technical Support

Displays the phone number to call for Badger Meter Technical Support and a link when you need to connect online.



Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2014 Badger Meter, Inc. All rights reserved.

www.badgermeter.com

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
México | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882
Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurtlinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
Czech Republic | Badger Meter Czech Republic s.r.o. | Maříkova 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411
Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-04 Parkway Parade | Singapore 449269 | +65-63464836
China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412

Agreement 32600054 with Badger Meters, Inc. for BEACON Software as a Service

City Council
October 21, 2025

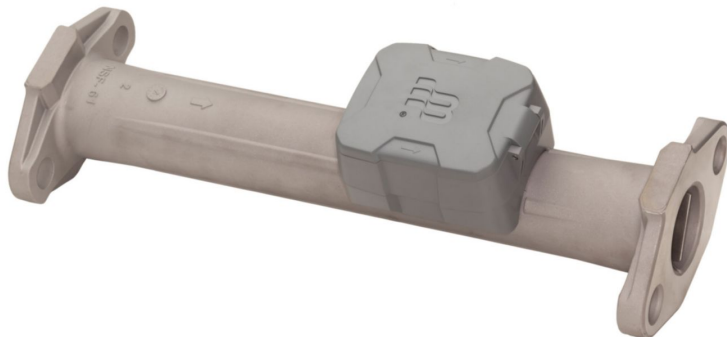
Tim Beaman
Assistant Public Works Director

The City Council approve and authorize the Mayor to execute an Agreement with Badger Meter, Inc. in the amount not to exceed \$1,627,436.40 for a five-year term from November 1, 2025, to October 31, 2030, for BEACON Software as a Service (SaaS) cellular service unit.

- The Advanced Meter Infrastructure (AMI) Project commenced in 2021 and included:
 - A field survey of existing infrastructure
 - Replacement of approximately 43,000 water meters
 - Installation of cellular read endpoints
 - Cellular read and BEACON Software service for 12 months following meter installation
 - Replacement of meter box lids
- The AMI Project is substantially complete and in the project close-out phase.



- Badger Meter, Inc provides cellular read service and customer interface via:
 1. ORION Cellular Network as a Service
 2. BEACON Software as a Service cellular service units
- BEACON software includes access to:
 - The “EyeOnWater” dashboard
 - Meter reading services provided on a per meter subscription basis
 - High accuracy reads
 - Real-time water usage
 - Leak detection
- Badger Meter, Inc is the sole provider of this service



- Total cost for this Agreement shall not to exceed \$1,627,436.40 over the five-year term
- Funding has been programmed in the Fiscal Year 2025-26 Adopted Budget from the Water Operating Fund 601



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.4

DATE: October 21, 2025

TO: City Council

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

SUBJECT: Golf Operations Year-End Final Report and Fiscal Year 2024-25 Budget Appropriations. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize an appropriation in an amount up to \$280,838 for additional FY 2024-25 expenses from the Golf Course Operating Fund (651).

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

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/F01Dgy-r1Zg>

BACKGROUND

The City of Oxnard owns the River Ridge Golf Club ("golf operations"), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses, which are currently operated under contract by American Golf Corporation ("AGC"). AGC was awarded a five-year management agreement ("Agreement") that began on July 1, 2019, and with approved extensions, ended on June 30, 2025. A new five-year agreement beginning on July 1, 2025 and ending June 30, 2030, with an option for another five-year extension, was approved by the City Council on May 6, 2025.

The original FY 2024-25 golf operations budget projected \$6,146,450 in revenues and \$5,137,191 in expenses. On December 17, 2024, the City Council approved a Second Amendment to the Golf Management Agreement with AGC to extend the agreement term to June 30, 2025, in order to have the end of the old contract coincide with the end of the fiscal year. Additionally, the City Council approved an additional \$353,550 for projected increased revenues and \$662,890 for projected increased expenses. Therefore, the revised budget was \$6,500,000 in revenues and \$5,800,081 in expenses. The reasons for the increased expenses was for the replacement of the bridge on hole #18 and the unplanned replacement of the entire irrigation control system due to a power surge from Southern California Edison (SCE) while performing repairs in the area. A claim was submitted to SCE, but was denied because of the age of the irrigation system.

DISCUSSION

Staff and AGC are closing the FY 2024-25 golf operations budget with \$6,080,919 in actual expenses and \$6,705,636 in projected revenues. Since the revised expense budget was \$5,800,081, an appropriation from the Golf Fund balance in the amount not to exceed \$280,838 is necessary to close the year.

EXPENSES

The final expenses of the golf operations for FY 2024-25 are \$6,080,919. This is \$280,838 higher than the revised projection of \$5,800,081.

The \$662,890 for additional expenses, which was approved on December 17, 2024, was an estimate for the replacement of the bridge and irrigation control system. However, the final cost of the bridge and the irrigation control system was \$849,141. This is \$186,251 more than the estimated \$662,890. Additionally, the golf course operations incurred additional expenses for AQMD compliance (equipment), landfill compliance, irrigation pump repairs, and elevator replacement that were not anticipated and therefore not included in the original or mid-year budget adjustment in December 2024.

ITEM	COST
Irrigation Controller Replacement	\$723,646
Bridge Replacement	<u>\$125,495</u>
SUBTOTAL	\$849,141
3400 Triflex Mowers (2)	\$126,288
Workhorse Maintenance Carts (4)	\$58,789
Landfill Compliance	\$96,108
Victoria Lakes Pump	\$49,170
New Elevator (down payment)	<u>\$41,077</u>
TOTAL	\$1,220,573

AGC informed staff about additional unforeseen capital expenses after the December 17, 2024 budget adjustments. Instead of bringing another estimated budget adjustment back to the City Council, AGC worked to absorb the unplanned capital costs in the operations budget. Staff also decided to wait until the end of the fiscal year to comprise all final expenses, including the end of year incentive fee, to determine if an appropriation is necessary. At the end of FY 2024-25, the final expenses equal \$6,080,919 and therefore an appropriation of \$280,838 from the Golf Course Operating Fund (651) is necessary to close out the fiscal year.

To prevent future unforeseen capital projects from impacting the golf operations budget, Article 10 in the new 2025 Agreement is revised from the previous Agreement to provide the option for AGC to perform Capital Improvement Projects, that are outside of the golf operations budget (Annual Plan), upon written approval by the City. The golf course Capital Improvement Projects are funded with available funds in the Golf Fund Balance.

REVENUES

The projected revenues of the golf operations for FY 2024-25 are \$6,705,636. This is \$205,636 higher than the revised projection of \$6,500,000 and is \$353,550 higher than the original projections of \$6,146,450. The actual revenues are still to be confirmed by AGC and verified by the City to also include earned interest. The revenues for this fiscal year were likely negatively impacted, compared to the previous year, due to the replacement of the bridge and irrigation control system, resulting in a reduction in the number of rounds played. The following chart is a breakdown of the revenues by year:

FISCAL YEAR	TOTAL REVENUE
2020-21	\$5,582,387
2021-22	\$5,953,483
2022-23	\$6,112,460

2023-24	\$7,228,275
2024-25	\$6,705,636

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 is no impact on the General Fund. The appropriation of \$280,838 from available reserves in the Golf Course Operating Fund (651) is necessary to close out the fiscal year. For FY 2024-25, the total operations expenses were \$6,080,919, and the total gross revenues are projected to be \$6,705,636.

GOLF OPERATING FUND 651	FY 2024-25 REVISED EXPENSE BUDGET	FY 2024-25 TOTAL EXPENSES	ADDITIONAL APPROPRIATION REQUEST
AGC 651-3641	\$5,800,081	\$6,080,919	\$280,838

COMMITTEE OUTCOME

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

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. December 17, 2024 Staff Report
2. Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.5

DATE: December 17, 2024

TO: City Council

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

SUBJECT: Second Amendment to Golf Management Agreement A-8157 and Additional Budget Appropriations.
(10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute a Second Amendment to the Golf Course Management Agreement with American Golf Corporation for a time extension only for an additional term of four months ending on June 30, 2025; and
2. The recognition of additional golf course revenues in the amount of \$353,550 and appropriate an amount not to exceed \$662,890 for FY 2024-25 expenses in the Golf Course Operating Fund (651).

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on June 4, 2024.)

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

BACKGROUND

The City of Oxnard owns the River Ridge Golf Club ("golf operations"), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses which are currently operated under contract by American Golf Corporation ("AGC"). AGC was awarded the five-year management agreement ("Agreement") that began on July 1, 2019.

On February 6, 2024, the City Council authorized staff to enter into negotiations with AGC for a new agreement to manage the River Ridge Golf Club operations. Please see the staff report from the February 6, 2024, City Council meeting for reference (Attached).

On June 4, 2024, the City Council approved a term extension to AGC Agreement A-8157 for an additional eight months with a term date of February 25, 2025 (see staff report attached).

DISCUSSION

Second Amendment for Time Extension Only

Staff from Public Works is finalizing a new Agreement with AGC pursuant to prior direction from the City Council at the February 6, 2024, and June 4, 2024, City Council meetings. The major deal points (e.g. term length, compensation, measuring customer service, golf course improvements, capital improvements, and landfill post-closure maintenance) have been drafted and agreed upon by AGC, with only a few minor items to be completed. Staff anticipates concluding the drafting of the new Agreement by January 2025 and will bring a separate action to the City Council for consideration

of the new golf course operations agreement. The negotiated draft of the new Agreement will be presented to the City Council in early 2025 for the new Agreement to begin on July 1, 2025. Therefore, staff is recommending this four-month time extension for AGC to complete the current fiscal year of operations.

As noted in the February 6 and June 4, 2024 staff reports, authorizing the extension of the existing agreement with AGC, staff is proposing modifications to the compensation model which will be different than in the existing agreement. Additionally, staff is including language in the new agreement to incentives for improving the course conditions, repairing and replacing aging infrastructure, and continuing the profitability of the golf operations. Staff has drafted language in the new agreement to address and clarify these major elements that will provide specific objectives and criteria for measuring success.

In addition to providing financial thresholds and triggers for the operator to meet, there are also thresholds and requirements that are associated with the golf course experience for the customers. As such, in order to have a clean and separate accounting of revenues, expenditures, and incentives between the old agreement and the new proposed agreement, staff is recommending the extension of the existing agreement until the end of the current fiscal year. This will allow for:

- 1. The objectives/incentives in the current Agreement to be applied to the current thresholds and triggers
- 2. The new Agreement objectives/incentives to be based upon a complete fiscal year’s worth of data
- 3. A defined start/stop date for the Annual Plan; consistent with the approved Annual Plan of expenditures and revenue
- 4. The current and next fiscal year records to be complete fiscal years that coincide with the current and new agreements

Recognition and Appropriation of Additional Funds

Revenues: FY 2024-25 Golf Fund revenues are projected at \$6,500,000, up \$353,550 from the original budget of \$6,146,450.

Expenditures: FY 2024-25 Golf Fund expenditures are projected at \$5,800,000 million, up \$662,890 from the original budget of \$5,137,191. The main reason for the increase in expenses is the replacement of the cart bridge on hole #18 and the unplanned capital replacement of the irrigation controls and central computer which are one-time expenses. Unfortunately, an unplanned Southern California Edison (SCE) power surge damaged the previous irrigation system beyond repair. City staff is working with SCE staff on a claim for reimbursement to the City for the cost of the new irrigation system.

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

The Golf Management Agreement Second Amendment, to extend time only, will allow the Manager (AGC) to continue to manage and operate the golf course through the fiscal year in accordance with the standards set forth in the current Agreement and the most recently City-approved Annual Plan. Golf operations are funded by the Golf Enterprise Fund (651). The Adopted FY 2024-25 budget was set as the same as the Adopted FY 2023-24 budget.

Due to the performance of the golf operation during the past six months, staff requests to recognize an increase of \$353,550 in budgeted revenues and the appropriation of \$662,890 for additional expenses for capital improvements.

CATEGORY	FY 2024-25 BUDGET	BUDGET ADJUSTMENTS	FY 2024-25 PROJECTIONS
----------	-------------------	-----------------------	---------------------------

REVENUES:			
Golf Operations	\$6,146,450	\$353,550	\$6,500,000
Misc Revenue	\$265,200	\$0	\$265,200
Interest	\$157,436	\$0	\$157,436
TOTAL	\$6,569,086	\$353,550	\$6,922,636

CATEGORY	FY 2024-25 BUDGET	BUDGET ADJUSTMENTS	FY 2024-25 PROJECTIONS
EXPENSES:			
City Labor	\$37,280	\$0	\$37,280
City Operations	\$700,517	\$0	\$700,517
Golf Operator	\$5,137,191	\$662,890	\$5,800,000
TOTAL	\$5,874,988	\$662,890	\$6,537,797
NET DEFICIT/SURPLUS	\$694,098	(\$390,340)	\$384,839

Please note that the revenues for the golf course have exceeded expenditures for each of the years AGC has been the operator. Staff and AGC anticipate a similar result for this current fiscal year. Here is a summary of the last two fiscal years with respect to revenues and expenditures:

1. FY 2023-24: Revenues \$7.3M; Expenditures \$5.7M
2. FY 2022-23: Revenues \$6.2M; Expenditures \$4.7M

For Finance Use Only: Golf Course Operating Fund (Org. 6513640 Obj. 44100; Org. 6513641 Obj. 52400 & 53200)

COMMITTEE OUTCOME

This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on June 4, 2024.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Second Amendment A-8157
2. First Amendment A-8157
3. Original Agreement A-8157
4. February 6, 2024 Staff Report
5. June 4, 2024 Staff Report
6. Presentation

Golf Operations Year-End Final Report and Fiscal Year 2024-25 Budget Appropriations

City Council
October 21, 2025

Steve Howlett, Assistant Director
Public Works Department

RECOMMENDATION

That the City Council approve and authorize an appropriation in an amount up to \$280,838 for additional FY 2024-25 expenses from the Golf Course Operating Fund (651).

BACKGROUND

- The City of Oxnard owns the River Ridge Golf Club (“golf operations”), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses, which are currently operated under contract by American Golf Corporation (“AGC”).
- AGC was awarded a five-year management agreement (“Agreement”) that began on July 1, 2019, and with approved extensions, ended on June 30, 2025. A new five-year agreement beginning on July 1, 2025 and ending June 30, 2030, with an option for another five-year extension, was approved by the City Council on May 6, 2025.

BACKGROUND

- The original FY 2024-25 golf operations budget projected \$6,146,450 in revenues and \$5,137,191 in expenses.
- On December 17, 2024, the City Council approved a Second Amendment to the Golf Management Agreement with AGC to extend the agreement term to June 30, 2025, in order to have the end of the fiscal year coincide with the end of the old contract.
- Additionally, the City Council approved an additional \$353,550 for projected increased revenues and \$662,890 for projected increased expenses. Therefore, the revised budget was \$6,500,000 in revenues and \$5,800,081 in expenses.

BACKGROUND

- The reasons for the increased expenses was for the replacement of the bridge on hole #18 and the unplanned replacement of the entire irrigation control system due to a power surge from Southern California Edison (SCE) while performing repairs in the area.
- A claim was submitted to SCE, but was denied because of the age of the irrigation system.

DISCUSSION

Staff and AGC are closing the FY 2024-25 golf operations budget with \$6,080,919 in actual expenses and \$6,705,636 in projected revenues. Since the revised expense budget was \$5,800,081, an appropriation from the Golf Fund balance in the amount not to exceed \$280,838 is necessary to close the year.

EXPENSES

- The final expenses of the golf operations for FY 2024-25 are \$6,080,919. This is \$280,838 higher than the revised projection of \$5,800,081.

DISCUSSION

- The \$662,890 for additional expenses, which was approved on December 17, 2024, was an estimate for the replacement of the bridge and irrigation control system.
- The final cost of the bridge and the irrigation control system was \$849,141. This is \$186,251 more than the estimated \$662,890. Additionally, the golf course operations incurred additional expenses for AQMD compliance (equipment), landfill compliance, irrigation pump repairs, and elevator replacement that were not anticipated and therefore not included in the original or mid-year budget adjustment in December 2024.

DISCUSSION

- AGC informed staff about additional unforeseen capital expenses after the December 17, 2024 budget adjustments. Instead of bringing another estimated budget adjustment back to the City Council, AGC worked to absorb the unplanned capital costs in the operations budget.
- Staff also decided to wait until the end of the fiscal year to comprise all final expenses, including the end of year incentive fee, to determine if an appropriation is necessary. At the end of FY 2024-25, the final expenses equal \$6,080,919 and therefore an appropriation of \$280,838 from the Golf Course Operating Fund (651) is necessary to close out the fiscal year.

DISCUSSION

- To prevent future unforeseen capital projects from impacting the golf operations budget, Article 10 in the new 2025 Agreement is revised from the previous Agreement to provide the option for AGC to perform Capital Improvement Projects, that are outside of the golf operations budget (Annual Plan), upon written approval by the City.
- The golf course Capital Improvement Projects are funded with available funds in the Golf Fund Balance.

REVENUES

- The projected revenues of the golf operations for FY 2024-25 are \$6,705,636. This is \$205,636 higher than the revised projection of \$6,500,000 and is \$353,550 higher than the original projections of \$6,146,450.
- The actual revenues are still to be confirmed by AGC and verified by the City to also include earned interest.
- The revenues for this fiscal year were likely negatively impacted, compared to the previous year, due to the replacement of the bridge and irrigation control system, resulting in a reduction in the number of rounds played.

FINANCIAL IMPACT

- There is no impact to the General Fund.
- The appropriation of \$280,838 from available reserves in the Golf Course Operating Fund (651) is necessary to close out the fiscal year.
- For FY 2024-25, the total operations expenses were \$6,080,919, and the total gross revenues are projected to be \$6,705,636.





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.5

DATE: October 21, 2025

TO: City Council

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

SUBJECT: Public Project Agreement 32600135 with GSE Construction Company, Inc. for Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II), Specification No. PW 25-134. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$2,995,711 in Project funds for the Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II), Specification No. PW 25-134;
2. The Mayor to Execute an Agreement with GSE Construction Company, Inc. in the amount of \$2,496,425 for the Project and approve a Project contingency amount of \$249,643 (~10%) with GSE Construction Company, Inc. for a total not to exceed value of \$2,746,068 for the Project; and
3. A Project allocation amount of \$249,643 (~10%) for engineering, inspection, survey and project management for the Project.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/OapJny9r_zY

BACKGROUND

Oxnard's Water Resource Recovery Facility (WRRF) contains 18 secondary sedimentation tanks (SST's). Constructed in 1988 and identified in the 2017 Public Works Integrated Master Plan, the mechanical equipment for SST's has exceeded its expected useful life of 25-30 years. Due to redundancy in the system and the large amount of construction at the WRRF, the Secondary Sedimentation Tank Mechanical Equipment Replacement requires a phased approach. Phase I of the project was completed in February of 2025. Phase II of the project includes the replacement of mechanical equipment in tanks 7 through 10 of the 18 SST's. Subsequent projects will occur on an annual basis, allowing continued operation and avoiding failure of equipment across all of the SST's over a period of time.

The work is tentatively scheduled to begin in November 2025 and continue into November of 2026 (260 working days), absent any delays for supply chain issues, unforeseen site conditions, or weather delays.

Capital Improvement Program (CIP) Reference:

Project No. **C2402**— Secondary Sedimentation Tank Mechanical Equipment Replacement - CIP 2025-2029 - Adopted June 4, 2024 – Page 156.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) for this project was published on July 17, 2025, in the local newspaper. Additionally, the NIFB was posted on multiple online platforms, including the City's website, and distributed directly to 27 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were opened on August 26, 2025, and the City received the following bids:

GSE CONSTRUCTION COMPANY, INC.:	\$2,496,425
FILANC:	\$2,515,605

The lowest bidder is GSE Construction Company, Inc. ("GSE") and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from GSE and its subcontractors. Staff, from the Public Works public project procurement team, verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to GSE Construction Company, Inc.

In addition to the project award amount of \$2,496,425, Staff recommends authorizing \$499,286 for the project, which includes \$249,643 for project contingency (~10% of the contract costs) and \$249,643 for the cost for engineering services and City staff (~10% of the contract costs). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$2,995,711.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$2,995,711, which includes the construction agreement, contingency and project allocation. The Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II) Project (C2402) has an available project budget balance of approximately \$4.78M funded from the Wastewater Operating Fund (611).

The ongoing maintenance cost for mechanical equipment on secondary sedimentation tanks 7 through 10 will have no new impacts on the Wastewater Division's Operating budget, in comparison to the annual operating cost for the unrepaired equipment.

COMMITTEE OUTCOME

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

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32600135
2. Presentation

**CONSTRUCTION CONTRACT FOR
SECONDARY SEDIMENTATION TANK MECHANICAL EQUIPMENT
REPLACEMENT PHASE II, FY 25/26
SPECIFICATION NO. PW 25-134**

**BY AND BETWEEN
THE CITY OF OXNARD AND
GSE CONSTRUCTION COMPANY, INC.**

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this ____ day of _____, 2025 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and GSE CONSTRUCTION COMPANY, INC. (“Contractor”). Contractor’s license number is 401498. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the SECONDARY SEDIMENTATION TANK MECHANICAL EQUIPMENT REPLACEMENT PHASE II, FY 25/26, as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 25-134 (the “Project”); and

WHEREAS, on July 17, 2025, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the Oxnard City Council duly accepted Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; the Public Works Department accepted the Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:
1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
 2. Change Orders issued and approved by the City;
 3. Regulatory Permits as may otherwise be required by law;
 4. Bid Addenda issued by the City;
 5. Notice Inviting Bids and Instructions to Bidders;
 6. Special Provisions
 7. General Provisions
 8. Appendices
 9. Plans
 10. Bid Forms and attachment thereto;
 11. Performance Bond;
 12. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's

Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

- E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.
- F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
 - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

- A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.
- B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.
- D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO MILLION, FOUR HUNDRED NINETY-SIX THOUSAND, FOUR HUNDRED TWENTY FIVE DOLLARS, (\$2,496,425.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in Section A - General Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of two hundred sixty (260) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.
- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.
- C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
 - 1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 - 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
 - 1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
 - 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
 4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
 5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

- A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
1. Immediately discontinue the Work to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
 4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

- D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

- A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:
 1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
 2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
 4. fails to prosecute the Work according to the schedule approved by the Engineer,
 5. disregards laws or regulations of any public body having jurisdiction, or
 6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

- B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
 2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
 3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;
- C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.
- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.
- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct; and
 - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.
- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
 1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In

awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of two hundred fifty dollars (\$250) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-G attached as Exhibit B to this Contract.

15. [RESERVED] Not Used.

16. Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation

and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents."

20. REPORTS; BOOKS AND RECORDS; AUDIT

- A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.
- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and their designee(s), shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

- A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.
- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the

foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

- A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: CITY OF OXNARD
Public Works Dept., Engineering Div.
305 W Third St, East Wing, 3rd Fl
Oxnard, CA 93030
Attn: Project Manager (PW 25-134)

TO CONTRACTOR: GSE CONSTRUCTION COMPANY, INC.
7633 Southfront Rd, Ste 160
Livermore, CA 94551
Attn: Dennis Gutierrez, C.E.O.

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.
- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This 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. Each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

GSE CONSTRUCTION COMPANY, INC.

☐ Luis A. Mc Arthur, Mayor¹ _____ Date _____
☐ Purchasing Agent

Dennis Gutierrez, C.E.O. ² _____ Date _____

Iris V. Sosa, C.F.O. _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:



Stephen M. Fischer
City Attorney

9/26/2025

Date

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBITS

- Exhibit A:** Contractors Bid Proposal.
- Exhibit B:** Form INS-G: Insurance Requirements.
- Exhibit C:** Iran Contracting Act Certification Form completed by Contractor.
- Exhibit D:** [RESERVED] NOT USED.
- Exhibit E:** [RESERVED] NOT USED.
- Exhibit F:** [RESERVED] NOT USED.
- EXHIBIT G:** Grant of Non-Exclusive Right of Entry Agreement and Exhibits.
- Payment and Performance Bonds**

The corresponding exhibits and forms contained within follow.

EXHIBIT A

BID SCHEDULE

**SECONDARY SEDIMENTATION TANK MECHANICAL EQUIPMENT
REPLACEMENT PHASE II, FY 25/26
SPECIFICATION NO. PW 25-134**

Bidder's Company Name: GSE Construction Company Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization and Demobilization (5% maximum of Total Bid Price)	Lump Sum			\$ 101,800
2.	Secondary Sedimentation Tanks Cleaning	Each	4	\$10,000	\$ 40,000
3.	Secondary Sedimentation Tanks Equipment Replacement	Each	4	\$403,150	\$ 1,612,600
4.	Secondary Sedimentation Tanks Structural Rehabilitation – Vertical Concrete Surface Spall Repair	SF	55	\$375	\$ 20,625
5.	Secondary Sedimentation Tank Valve Replacement and Addition (Per Tank)	Each	4	\$133,000	\$ 532,000
6.	Secondary Sedimentation Tanks Horizontal Concrete Surface Spall Repair	SF	55	\$375	\$ 20,625
7.	Secondary Sedimentation Tanks Structural Rehabilitation – Epoxy Crack Injection (per tank)	LF	60	\$430	\$ 25,800

EXHIBIT A (continued)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
8.	Secondary Sedimentation Tanks Expansion Joint Repair	LF	575	\$25	\$ 14,375
9.	Secondary Sedimentation Tanks Concrete Surface Spall Repair (Horizontal and Vertical) at Equipment Replacement Locations (per tank)	SF	80	\$1,500	\$ 120,000
10.	Secondary Sedimentation Tanks Wall Concrete Crack Repair by Epoxy Injection at Equipment Replacement Locations (per tank)	LF	20	\$430	\$ 8,600
TOTAL BID PRICE: \$					2,496,425

TOTAL BID PRICE IN DIGITS: \$ 2,496,425

TOTAL BID PRICE IN WORDS: Two million, four hundred ninety-six thousand, four hundred twenty-five dollars.

Bidder's Company Name: GSE Construction Company Inc.

Signature: 

Title: President

Print: Dennis Gutierrez

Date: 8/25/2025

EXHIBIT B FORM INS-G: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org
3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

SAMPLE

COMPANY

LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
 (original signature required)

Telephone: () Date Signed _____

[illegible]

**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: _____

NAMED INSURED

SAMPLE

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
 with an Aggregate of \$ _____ applies to _____
 coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE
☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS
LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

 1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

 2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

 3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

 4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

 5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

 6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "Occurrence" form CA0001, code (Any auto@); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER
CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

I _____, (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

EXHIBIT C**RESERVED FOR IRAN CONTRACTING ACT CERTIFICATION FORM COMPLETED BY
CONTRACTOR****IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH BID)
Public Contract Code Sections 2202-2208**

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): GSE Construction Company Inc. Federal ID Number (or n/a): 94-2667247

By (Authorized Signature):

Dennis Gutierrez, President

Printed Name & Title of Person Signing:

8/25/2025

Date Executed

Executed in the County of Alameda 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): N/A Federal ID Number (or n/a): N/A

N/A
By (Authorized Signature):

N/A
Printed Name & Title of Person Signing: Date Executed

Executed in the County of N/A in the State of N/A

EXHIBIT D

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EXHIBIT E

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EXHIBIT F

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EXHIBIT G

GRANT OF NON-EXCLUSIVE RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT BY AND BETWEEN THE CITY OF OXNARD AND GSE CONSTRUCTION COMPANY, INC.

THIS RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT (the "Agreement"), is made and entered into by and between the City of Oxnard, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as the "Grantor", and GSE CONSTRUCTION COMPANY, INC., a California corporation, hereinafter referred to as the "Grantee." Grantor and Grantee are sometimes hereinafter referred to individually as "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Grantor is the owner of certain properties located in the City of Oxnard, Assessor's Parcel Numbers _____, as more particularly described in Attachment A attached hereto and incorporated herein by this reference (the "Subject Properties"); and

WHEREAS, GSE CONSTRUCTION COMPANY, INC. is planning to secure a temporary non-exclusive right of entry on City of Oxnard property; and

WHEREAS, _____ will procure an agreement with a contractor who will utilize the Subject Properties for staging of construction equipment, materials, office trailer, vehicle parking and portable restrooms with overnight security; and

WHEREAS, In light of the benefits of the _____ and in cooperation with _____, the Grantee is requesting the Grantor to permit the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents to enter upon the Subject Properties in order to use the Subject Properties, as well as any restoration thereto, in accordance with this Agreement; and

WHEREAS, the Grantor desires to permit the Grantee to enter upon and use the Subject Properties in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. GRANT OF RIGHT OF ENTRY

The Grantor hereby grants the Grantee a temporary non-exclusive right of entry upon the Subject Properties for the purpose of use for working, lay down and staging areas, including the right to locate construction trailers and construction equipment, storing equipment and materials; on the areas shaded in pink and blue on Attachment "A" attached hereto and made a part hereof, hereinafter referred to as "staging area."

Section 2. GRANTEE'S RESPONSIBILITY

The Grantee shall, at its sole expense, perform, or cause to be performed, all of the services associated with installing, maintaining, operating, repairing, and removing any improvements necessary to make the Subject Properties suitable for safe use of Subject Properties, in a manner causing the least amount of interference

with the Subject Properties, including, without limitation, taking reasonable precautions to assure the safety of persons and property on the Subject Properties.

The Grantee shall erect and maintain temporary fencing and gates with a locking device to enclose the areas of use, and shall remove such fencing and gates at the end of the term of this agreement.

The Grantee shall comply with all applicable laws, ordinances, and regulations pertaining to its use. Grantee is required under State and local law to re-stabilize any disturbed locations within the area of use in order to control soil erosion and sediment runoff at the conclusion of the use of the Subject Properties by Grantee.

The Grantee shall restore, replace, or repair, as applicable, any of the Grantor's property damaged or destroyed as a result of the Grantee's right of entry on the Subject Properties during the Term of this Agreement.

Section 3. INDEMNIFICATION

The Grantee shall indemnify, defend, and hold harmless the Grantor, and its respective officers, officials, employees, agents, representatives, and assigns from and against any and all actions, suits, proceedings, claims, demands, losses, costs, expenses, and judgments for any injury or damage of any type claimed that may involve the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents resulting from or arising out of this Agreement, except in the case of Grantor's gross negligence or willful misconduct

Section 4. COMPENSATION [Optional]

Monthly Base Rent. During the Initial Term, Grantee shall pay to Grantor as rent for the Subject Properties, the amount of _____ (\$____.00) per month (the "Monthly Base Rent"), for a total amount of _____ (\$____.00) as compensation for the Right of Entry use of Subject Properties. If Grantee extends the term of the Agreement, Grantee will pay Grantor Five hundred dollars (\$____.00) per month and shall continue thereafter per month or for any portion thereof.

Section 5. TERM

The Term of this Agreement shall commence on _____, _____ (the "Effective Date") and shall terminate on _____, _____ (the "Expiration Date").

However, if the work is not completed by the Expiration Date the right of entry shall be extended for thirty (30) calendar days after the Expiration Date of this Agreement, then Grantee's right to enter the Subject Properties for the purpose of performing the work shall expire on that date (the "Extended Expiration Date"). A request to postpone the Expiration Date any further than the Extended Expiration Date shall be accompanied by revised proposed scope of services and shall require the prior written approval of the Grantor.

Section 6. TERMINATION OR SUSPENSION

If Grantee is in violation of the terms and conditions set forth herein, this Agreement may be terminated or suspended provided Grantor provides Grantee with written notice of such violation. Grantee shall have thirty (30) calendar days from the date of receiving said written notice of violation, to cure such violation. In the event Grantee fails to cure the violation within the time prescribed herein, Grantor has the right but not the obligation to terminate this agreement at which point Grantee shall remove all of Grantee's or its contractor's equipment materials and fencing, etc. and shall restore the Subject Properties to its original conditions.

Section 7. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 8. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the Grantor: City of Oxnard, Public Works Dept.
Engineering Division
305 W Third St, East Wing, 3rd Floor
Oxnard, CA 93030
Attn: Project Manager (PW 25-134)

To the Grantee: GSE Construction Company, Inc.
7633 Southfront Rd, Suite 160
Livermore, CA 94551
Attn: Dennis Gutierrez, President

b. Notices and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

c. The parties to this Agreement may change their notification addresses from time to time upon written notice to one another.

Section 9. INSURANCE

14. INSURANCE

Grantee shall procure and maintain at its own expense at all times during the period covered by this Agreement the following policies of insurance as approved by the City's Risk Manager as set forth in INS-X attached.

Section 10. INTERPRETATION

Any rule of construction which states that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Section 11. WAIVER

a. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective, unless executed in writing and signed by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 12. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 13. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 14. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 15. RIGHTS AND REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 16. MUTUAL COOPERATION

The parties hereto agree that they will each cooperate with the other, and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this Agreement, and shall make diligent response to inquiries and requests for information from the other party.

Section 17. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable Court of competent jurisdiction in the County of Ventura, California.

Section 18. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 19. AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

Section 20. COUNTERPARTS

This Agreement may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of _____, 2025.

GRANTOR

GRANTEE

THE CITY OF OXNARD

GSE CONSTRUCTION COMPANY, INC.

By: _____
Michael C. Wolfe, P.E.
Public Works Director

By: _____
Dennis Gutierrez
President / C.E.O.

Approved as to Form

By: _____
Stephen Fischer
City Attorney

RESERVED FOR

ATTACHMENT A

(SUBJECT PROPERTIES) Parcel Numbers:

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SAMPLE

EXHIBIT INS-X TO THE GRANT OF NON-EXCLUSIVE RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT

1. Operator shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by Operator, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 per occurrence 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. Should Operator serve or furnish alcoholic beverages, or if service of alcohol is provided by a third party, Operator's Commercial General Liability Insurance must include coverage for Host Liquor Liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence.
 - c. 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;"
 - 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.
 - e. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.
 - f. Crime/Employee Dishonesty Policy in an amount not less than \$1,000,000. The Crime/Employee Dishonesty Policy shall name the City of Oxnard as a Joint Loss Payee.
2. Operator shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-X. 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 occupation of the premises. 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. Operator agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Operator agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Operator; products and completed operations of Operator; premises owned, occupied or used by Operator; or automobiles owned, leased, hired or borrowed by Operator. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-X or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Operator shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Operator shall also be applicable to Operator's subcontractors. Operator agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to GSE Construction Company, Inc., 7633 Southfront Road, Suite 160, Livermore, CA 94551 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as SECONDARY SEDIMENTATION TANK MECHANICAL EQUIPMENT REPLACEMENT PHASE II, FY 25/26 SPECIFICATION NO. PW 25-134.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Two Million, Four Hundred Ninety-Six Thousand, Four Hundred Twenty Five Dollars (\$2,496,425.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

GSE CONSTRUCTION COMPANY, INC.
7633 Southfront Road, Suite 160
Livermore, CA 94551

By: _____
Dennis Gutierrez
Its: Chief Executive Officer

“Surety”

By: _____

Its: _____

By: _____

Its: _____

(Seal)

Notes: This Bond must be executed and dated by all parties. Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to GSE Construction Company, Inc., 7633 Southfront Road, Suite 160, Livermore, CA 94551 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as SECONDARY SEDIMENTATION TANK MECHANICAL EQUIPMENT REPLACEMENT PHASE II, FY 25/26 SPECIFICATION NO. PW 25-134.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Two Million, Four Hundred Ninety-Six Thousand, Four Hundred Twenty Five Dollars (\$2,496,425.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

GSE CONSTRUCTION COMPANY, INC.
7633 Southfront Road, Suite 160
Livermore, CA 94551

By: _____

Dennis Gutierrez
Chief Executive Officer

“Surety”

By: _____

Its: _____

By: _____

Its: _____

(Seal)

Notes: This Bond must be executed and dated by all parties. Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Agreement 32600135 with GSE Construction Company, Inc. for Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II) Specification No. PW 25-134

City Council
October 21, 2025

Tim Beaman, PE
Assistant Director of Public Works

That the City Council approve and authorize:

1. A total of \$2,995,711 in Project funds for the Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II), Specification No. PW 25-134;
2. The Mayor to Execute an Agreement with GSE Construction Company, Inc. in the amount of \$2,496,425 for the Project and approve a Project contingency amount of \$249,643 (~10%) with GSE Construction Company, Inc. for a total not to exceed value of \$2,746,068 for the Project; and
3. A Project allocation amount of \$249,643 (~10%) for engineering, inspection, survey and project management for the Project.

- Oxnard's Water Resource Recovery Facility (WRRF) contains 18 secondary sedimentation tanks (SST's). Constructed in 1988 and identified in the 2017 Public Works Integrated Master Plan, the mechanical equipment for the SST's has exceeded it's expected useful life of 25-30 years.
- The replacement of mechanical equipment will be completed in phases due to system redundancy and ongoing construction at the WRRF.
- Phase 1 was completed and included tanks 17 & 18
- Phase 2 will include tanks 7, 8, 9 and 10 and it is scheduled to be completed in one year starting November 2025.



- Notice Inviting Formal Bids for this project was published on July 17, 2025
 - Local newspaper
 - Public Purchase
 - City's website
- Two bids were submitted with GSE Construction Company, Inc. being the lowest responsive bidder:
 - GSE Construction: \$2,496,425
 - Filanc: \$2,515,605

- Total cost for this Project shall not exceed \$2,995,711, which includes the construction agreement, contingency and project allocation.
- The Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II), Specification No. PW 25-134 (C2402) has an available project budget balance of approximately \$4.78M from the Wastewater Operating Fund (611).



End of Presentation